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I. SCOPE OF THIS REQUEST

A. INTRODUCTION

With the passage of H.B. 1863 in 1995, a new workforce development system was created in the State of Texas. The new workforce development system is built around five key concepts:

1. Driven by the needs of employers and workers
2. Easy accessibility to all citizens, not just the poor or unemployed
3. Integration of programs and services into a flexible and seamless system
4. Support for life-long learning
5. Accountability for real results and outcomes, and continuous improvement

The most significant change the state's new workforce development system offers and encourages is the creation of local workforce development boards. These boards are responsible for redesigning, implementing and overseeing a local delivery system responsive to local conditions and needs.

Local workforce development boards represent the public/private nature of the new workforce development system. The membership of local boards consists of representatives from business, education, labor, economic development, community-based organizations, literacy, rehabilitation agencies, public assistance agencies, and the public employment service.

The State of Texas is divided into twenty-eight (28) local workforce development areas. Concho Valley Workforce Development Board (CVWDB) is certified by the Governor of the State of Texas and overseen by the Texas Workforce Commission (TWC). Concho Valley Workforce Development Board is committed to providing comprehensive services in the thirteen counties of the Workforce Development Area (WDA). Concho Valley Workforce Development Board provides policy guidance for, and oversight of, services provided in partnership with the Chief Elected Officials. CVWDB determines all types of service delivery systems, selection of service providers, and performance evaluation. CVWDB meetings are usually held the last Thursday of each month at Workforce Solutions of the Concho Valley, 202 Henry O. Flipper St., San Angelo, TX 76903, and are open to the public.

B. PURPOSE OF THIS RFP

CVWDB is seeking proposals from organizations to provide Workforce Solutions services for the following counties: Coke, Concho, Crockett, Irion, Kimble, Mason,

McCulloch, Menard, Reagan, Schleicher, Sterling, Sutton, and Tom Green.
Services include:

1. Child Care Services (CCS)
2. Workforce Investment Act (WIA)
3. Temporary Assistance to Needy Families (TANF/Choices)
4. Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T)
5. Local Coordination Grant and Wagner Peyser (7b)
6. Reintegration of Offenders (RIO)
7. Trade Adjustment Assistance (TAA)
8. Unemployment Insurance (UI) programs
9. Employment Services (ES)

CVWDB reserves the right to negotiate the inclusion of any additional workforce development funds, programs and/or grants into the contract resulting from this procurement.

This Request for Proposal (RFP) provides a uniform method for the procurement of these services. It contains the necessary background, requirements, instructions, and information to prepare a response.

C. FUNDING

Funding is primarily from federal and state sources (see detailed information in Work Statement) provided to the Local Workforce Development Area by the Texas Workforce Commission. Additional funding is raised at the local level. Funding for this contract is subject to the availability of those federal, state, and local funds. The contract period will begin October 1, 2011, and extend through September 30, 2012, with an annual renewal option for four one year periods. If there are extenuating circumstances, and both parties agree, this contract can be extended beyond September 30, 2012.

D. ELIGIBLE RESPONDENTS

Eligible respondents may be a TEA approved or other accredited educational agency or institution, public organizations, private-for-profit organizations, and private not-for-profit organizations and does not exclude a Professional Employer Organization (PEO) model. Proposers must have personnel capabilities necessary to implement the goals and objectives of the programs and to ensure compliance with the ensuing contract.

As a condition to the receipt of federal, state, and/or local funds, the proposer must assure, with respect to the operation of the program and all agreements or arrangements to carry out the programs for which assistance is awarded, that it prohibits discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, and citizenship. The proposer must not be debarred from participation in programs funded with federal or state dollars.

E. ORGANIZATIONAL CAPACITY

Proposers must demonstrate they have the organizational capacity to administer programs in accordance with the requirements of this RFP. CVWDB reserves the right to conduct a pre-award survey of each respondent to this request. The purpose of the survey is to determine the capacity of the proposer's organization to operate the program, meet administrative requirements, and maintain an adequate financial system. CVWDB also reserves the right to deny a contract to any proposer approved for funding that does not make timely changes required by CVWDB as a result of the pre-award survey in order to bring its systems into compliance.

F. DEFINITION OF KEY TERMS

Board – Board refers to the Local Workforce Development Board (CVWDB)

CARES (Customer Announcement & Routing Electronic System) – Web application developed by CVWDB to track all customers who “walk in” to Workforce Solutions requesting services

CCAA (Child Care Attendance Automation) - Texas Workforce Commission's child care attendance and reporting system – mandatory use required by providers and parents

CCS – Refers to Child Care Services and includes both direct care and quality initiatives

Centranet – Web based depository of all Intranet applications, documents, forms, tools and resources developed by CVWDB

Choices - Choices is the employment and training program serving applicants, recipients, and former recipients of Temporary Assistance for Needy Families (TANF). The Choices program is operated under a Work First service model and enables individuals to find and retain employment and upgrade skills in order to move up the economic ladder. The local employer needs, combined with the goals of the Choices Program are the framework for the service strategy of the program

Collaboration – Community resources that work toward a common goal and individual parties that are willing to give up some of their autonomy that results in a greater goal that no one entity could achieve alone

Contractor - Means the legal entity to which a provider contract is awarded and which is accountable to the awarding entity for the use of the funds provided

Coordination - Community resources that work together in order to not duplicate services

Cost Principles - All costs reimbursed via funds under this RFP must be reasonable, necessary, allowable and allocable. These principles are defined as follows:

reasonable/necessary cost - A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration shall be given to: a. whether the cost is a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; b. the restraints or requirements by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; c. whether the individuals concerned act with prudence, considering their responsibilities to their organization, employees, clients, the public at large, and the Government; d. are consistent with established practices of the organization and do not unjustifiably increase the awards costs. Reasonableness of costs may be established by comparison with other proposals (best price - same product), local data, comparison with historical in-house costs, and/or comparison with similar labor market costs

allowable costs - To be allowable, a cost must be necessary and reasonable for proper and efficient administration of the program, be allocable thereto under these principles, and, except as provided herein, not to be a general expense required to carry out the general business of the contractor. Costs charged to the program shall be consistent with those normally allowed in like circumstances in non-federally sponsored activities and with applicable state and local law, rules, and regulations

allocable costs - Costs must be allocable to the required cost categories

CVWDB – Concho Valley Workforce Development Board

Debarment – In accordance with Federal Executive Order 12549, an action taken by a debarring official in accordance with 45 CFR Part 76 to exclude a person from participating in a covered contract. A person so excluded is “debarred”

Docubase – Software used as Electronic Document Management System (EDMS) for paperless filing and retrieval

DOL – Department of Labor

ES – Employment Services for jobseekers delivered through the Work In Texas database and, other sources, in person at Workforce Solutions primarily in the resource room

ESD – Employer Service Division

ESTAS (Employer Services Tracking and Scheduling) – Web application developed by CVWDB for managing employer services, follow-up, contacts and appointments

HHSC – Health and Human Services Commission

LWDA – Local Workforce Development Area

Networking – Community resources that exchange information about their resources

PEO – Professional Employer Organization

RFP – Request for Proposal

RIO – Reintegration of Offenders

SNAP E&T– Supplemental Nutrition Assistance Program Employment and Training

TAA – Trade Assistance Act

TANF – Temporary Assistance to Needy Families (formerly referred to as AFDC)

Texas Rising Star Provider Program (TRSP) – A voluntary program that offers providers the opportunity to participate in a voluntary plan to improve the quality of child care by meeting program criteria that exceed the Minimum Standards for Child Care Licensing

Texas School Ready! (TSR!) - A program that certifies preschool education classrooms that effectively prepared their students for kindergarten

TWIST (The Workforce Information System of Texas) - Primary database system developed by Texas Workforce Commission for entering and managing customer information, eligibility, services and performance

UI – Unemployment Insurance

UI Pro Track – Web application developed by CVWDB for tracking UI customers' 10-weeks performance, services and follow-up

UI REA – Reemployment Assistance for unemployment insurance recipients

WIA -- Workforce Investment Act

WorkInTexas.com (WIT) – Primary job search and job matching web based system developed by Texas Workforce Commission for job seekers and employers

Workforce Centers – Offices that have all employment related services in one office location

Workforce Solutions – Local branded name for workforce services

TERMS NOT SPECIFICALLY DEFINED HEREIN shall be construed as defined: in specific grant funding legislation; any amendments pursuant thereto; regulations developed pursuant to such legislation; the TWC Financial Manual for Grants and Contracts, Contractor Manual, state policy/issuances, CVWDB policy/issuances or other applicable laws.

II. GENERAL INFORMATION

A. ISSUING OFFICE

This RFP is issued by Concho Valley Workforce Development Board, located at 36 East Twohig, Ste. 805, San Angelo, Texas, under the direction of Johnny Griffin, Executive Director.

B. CONTACT PERSON

The contact person for this procurement is Johnny Griffin, Executive Director, Concho Valley Workforce Development Board, 36 E. Twohig, Ste 805, San Angelo, Texas 76903, phone: (325) 655-2005, fax: (325) 482-8900. Please direct any questions concerning this Request for Proposal to Johnny Griffin in writing by mail, fax, or email to rfp@cvworkforce.org.

C. TECHNICAL ASSISTANCE

A Proposer's Conference will be held on Thursday, April 14, 2011, at 9:30 a.m. in Room 103 of Workforce Solutions at 202 Henry O. Flipper St., San Angelo, TX 76903, to assist proposers in responding to this Request for Proposal. Attendance at the Proposer's Conference is not mandatory but is strongly recommended.

After the conference, only written questions will be accepted by mail, fax, or email at rfp@cvworkforce.org.

Questions will be responded to provided they are received on or before 5:00 p.m. on April 28, 2011. All responses to questions will be provided by 5:00 p.m. on May 5, 2011, and will be posted on the website at www.cvworkforce.org/rfp.asp. CVWDB staff may not provide individual assistance in writing proposals; only technical questions may be answered. CVWDB is not responsible for the accuracy of information obtained from sources other than the authorized contact person. For this procurement responses will be provided by Johnny Griffin. Communication with any other CVWDB staff or board member other than the CVWDB contact person for this RFP is prohibited unless prior written approval is obtained from CVWDB contact person. Failure to follow this provision may be grounds for disqualification of the proposal.

D. PROCUREMENT STANDARDS

Procurement of goods and services under federal assistance programs shall be in compliance with OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments and OMB Circular 133, Audits of States, Local Governments and Nonprofit Organizations (rev. 2003), as applicable, and the provisions of applicable Federal Law or Executive orders, as well as state and local policies governing procurement. Solicitation via this RFP will ensure that services are obtained efficiently and economically and provide for complete free and open competition in the selection of a Workforce Solutions operator.

E. SUBMISSION

All proposals should be mailed or hand-delivered and directed to:

Johnny Griffin
Executive Director
CVWDB
36 E. Twohig, Ste. 805
San Angelo, TX 76903

F. RESPONSE DEADLINE

All proposals must be received and recorded no later than 5:00 p.m. central daylight savings time on May 20, 2011, in Concho Valley Workforce Development Board Staff Office, 36 East Twohig, 8th Floor of the Cactus Hotel, San Angelo, Texas. Proposals and/or any modification to proposals must be received prior to the response deadline. Proposals received after the May 20, 2011, at 5:00 p.m., deadline will be declared late and non-responsive to the RFP and procurement process. Any reasonable delivery method may be used. All proposers will be

issued a receipt verifying that proposals have been received. No protest of timely submission will be heard without this receipt.

G. GENERAL CONDITIONS

Proposers should consider the following general conditions in preparing responses:

1. CVWDB reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers or to cancel in part or in its entirety this RFP if it is in the best interest of CVWDB to do so.
2. A response to the RFP does not commit CVWDB to enter into an agreement or contract with the proposer.
3. CVWDB shall not be liable to the selected proposers for any costs incurred or performances rendered by proposer before commencement of the contract or after termination of the contract.
4. All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by CVWDB shall be the sole responsibility of and borne by the proposer.
5. Proposals must conform to all relevant federal, state, and local regulations and policies.
6. It is the intent of CVWDB to contract with an organization that will perform all of the primary functions of this contract. Contractor may not use a consortium arrangement or subcontract the primary activities/function without prior board approval.
7. CVWDB specifically reserves the right to vary the provisions set forth herein at any time prior to execution of a contract where such variance is deemed to be in the best interest of CVWDB, and to act otherwise as is deemed necessary at their sole discretion.
8. CVWDB is not under any legal requirement to execute a contract, on the basis of this procurement, and intends that the material provided herein serve only as a means of identifying the various contract alternatives and the general cost of services desired.
9. All proposals and their accompanying attachments become the property of CVWDB upon submission. Materials submitted will not be returned. All proposals are subject to the Texas Open Records Act.

10. This is a negotiated procurement utilizing the Request for Proposal method and as such, award does not have to be made to the proposer submitting the lowest priced proposal or the highest estimate of individuals to be served, but rather the proposer submitting the most responsive proposal satisfying CVWDB's requirements.
11. A contract negotiated as a result of this RFP may be extended, modified or deobligated in order to successfully deploy uncommitted funds to ensure performance under CVWDB's contract with TWC.
12. CVWDB reserves the right to make unilateral amendments if the contract amount of client funds changes and/or if it is in the best interest of CVWDB. In such cases, no additional solicitations of proposals are necessary. Such activity will be supported by contract performance.
13. CVWDB reserves the right to deobligate, reduce, or cancel contract funding if CVWDB does not receive adequate funding from the Texas Workforce Commission.
14. CVWDB reserves the right to deobligate, reduce, or cancel contract funding if expenditure rates are not sufficient, or if contractor fails to perform as agreed, or for such other legal reasons if in the best interest of CVWDB.
15. CVWDB reserves the right to waive any defect in this procurement process or to make changes to this solicitation as deemed necessary. CVWDB will provide notifications of such changes to all proposers recorded in the official record.
16. CVWDB reserves the right to contact any individual, agencies, or employers listed in a proposal, to contact others who may have experience and/or knowledge of the proposer's relevant performance and/or qualifications and to request additional information from any and all proposers.
17. CVWDB reserves the right to 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. Misrepresentation of the proposers' ability to perform as stated in the proposals may result in cancellation of the contract.
18. Proposers 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 Concho Valley Workforce Development Board for the purpose of, or

having the effect of, influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.

19. No employee, officer, or agent of CVWDB shall participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved.
20. Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposal to be rejected. This does not preclude joint ventures or subcontracts.
21. All proposals submitted must be an original work product of the proposer. The copying, photographing or other use of substantial portions of the work product of another and submitted hereunder as original work of the proposer is not permitted. Failure to adhere to this instruction may cause the proposal to be rejected.
22. The contents of a successful proposal may become a contractual obligation, if selected for award of a contract. Failure of the bidder to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful proposer as a basis for release of proposed services at the stated price/cost. Any damages accruing to CVWDB as a result of the proposer's failure to contract may be recovered from the proposer.
23. A contract with the selected provider may be withheld at CVWDB's sole discretion if issues of contract compliance, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of a contract may be withdrawn by CVWDB if resolution is not satisfactory to CVWDB.
24. Budgets must be based on allowable, reasonable, allocable, and necessary expenses to the proposed program. Any contract resulting from this procurement shall include a cost allocation plan for any shared costs.
25. No employee, member of a Board of Directors or other governing body, or representative of a proposer who submits a proposal under this RFP may have any contact outside of the formal review process with any employee of CVWDB or any member of Concho Valley Workforce Development Board for purposes of discussing or lobbying on behalf of a proposer or proposal. This contact includes written correspondence, telephone calls, personal meetings, or other kinds of personal contact for the purpose of influencing the selection process. This will be grounds for rejection of proposal.

H. EVALUATION CRITERIA AND PROCEDURES

Evaluation of responses is conducted as follows:

1. The first step of the evaluation process is determination of responsiveness. CVWDB staff determines responsiveness using a written instrument that includes a checklist of required components and other criteria specified in the RFP.
2. The second step of the process involves the evaluation of all responsive proposals by a designated technical evaluation team. Each team member evaluates proposals using the same standardized instrument.

Weighted values are assigned to each of the following criteria used in reviewing proposals:

- a. Quality of Responsiveness to the RFP 10 points

All proposals will be reviewed for specificity in description of services to be provided and populations to be served, completeness and clarity of responses, consistency, and understanding of program goals.

- b. Quality of Operational Plan/Program Design 50 points

All proposals will be reviewed for responsiveness to potential clients' needs and problems, appropriateness of design and methods, training focus, completeness of curriculum, focus on target populations, methods for assisting clients with success, flow of activities and approaches to delivery of training.

- c. Cost Effectiveness 30 points

All proposals will be rated for overall cost effectiveness. Itemized costs will be evaluated for cost reasonableness wholly at the discretion of CVWDB evaluators. Clarity in identifying and explaining costs will be rated. The proposal will be reviewed for evidence of the Respondent's ability to account for funds in accordance with the United States Department of Labor (USDOL), audit requirements and CVWDB specifications, including tracking of actual obligations and expenditures.

- d. Coordination/Integration & Demonstrated Effectiveness 10 points

All proposals will be rated upon the degree and quality of evidence of successful, cost effective previous experience with Child Care Services (CCS), Workforce Investment Act (WIA) programs: Temporary Assistance for

Needy Families (TANF)/Choices, Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) or similar programs and/or target groups. All proposals will also be rated on coordination with service providers and other organizations that might contribute to the success of participants.

3. In the third step, proposals not meeting the minimum score of 70% will not be considered for selection. Proposers within the competitive range will be considered as a contractor.

Step three could include one or both of the following:

- a. A request for additional information from the proposers in the competitive range
 - b. A face-to-face interview with the proposers in the competitive range with a CVWDB committee and CVWDB staff
4. In step four, an ad hoc committee member presents selected contractor to CVWDB for approval/rejection.
 5. In step five, contract negotiations begin.
 6. In step six, the evaluation team conducts a pre-award visit to assure that the organization being considered meets all federal/state/local requirements. The process will include an on-site visit to:
 - a. Review and confirm organizational practices with respect to documents and certifications submitted as part of the response to the RFP
 - b. Review internal monitoring procedures of the organization
 - c. Assess internal controls and accounting practices used by the organization in administering funds
 - d. Review overall procedures and practices of the organization in meeting funding source requirements and other applicable regulations
 - e. Review the organization's ability to successfully perform services defined in the proposal submitted
 - f. Assess the organization's practices with respect to meeting the conditions of the agreement to be awarded

- g. In addition to the on-site visit, any prior audits and monitoring reports are reviewed along with required debarment and suspension/lobbying certifications
 - h. The entire pre-award survey process, including the name(s) and title(s) of individual(s) conducting the survey, is documented. A report is prepared noting the strengths and weaknesses identified during the survey. If appropriate, suggestions are made for improvements to current practices
7. In step seven, the ad hoc committee presents a negotiated contract to CVWDB for a vote and contract is executed, if approved.

All proposers will be notified in writing as to CVWDB's final decision.

If the unsuccessful proposer(s) wishes to be debriefed on the decision-making process, please notify the contact person listed in Section II, Part B.

I. PROTEST/DISPUTE/GRIEVANCE PROCEDURES

CVWDB is the responsible authority for handling disputes, claims, protests of award, source evaluation, contractual issues, administrative issues, or other issues with regard to this RFP.

Once Concho Valley Workforce Development Board has agreed upon the selection, all proposers will be notified in writing of the results. Any issue regarding this award must be addressed in writing on protestor's letterhead within 15 days to:

Johnny Griffin
Executive Director, CVWDB
36 E. Twohig, Ste 805
San Angelo, Texas 76903

J. FORMAT FOR RESPONSE

All proposals must be submitted in the following order:

1. Proposal Cover Sheet (RFP attachment 1)
2. Proposal Check List (RFP attachment 2)
3. Table of Contents
4. Budget (RFP attachment 3) – A budget page for each of the programs will need to be developed, that will allow consolidation of all pages into a total budget page. Budgeting on a program by program basis is necessary because of Federal restrictions on co-mingling funds from the various grants.

5. Proposal Narrative

- Executive Summary
- Coordination / Integration & Demonstrated Effectiveness
- Cost Effectiveness
- Collaboration / Coordination
- Organizational Structure
- Financial Management
- Automation
- Demonstrated Performance
- Operational Plan

6. Statement of Work

Program Design
Service Continuity/Transition

7. Attachments

- A. Resumes of Key Staff and Job Descriptions for all Positions
- B. Certification of Proposer (RFP attachment 4)
- C. Personnel Policies and Procedures Manual
- D. Audit/Financial Statement
- E. Financial Policies and Procedures
- F. Monitoring Policies and Procedures
- G. Prior or current contracts (including actual performance outcomes of these contracts)
- H. Assurances and Certifications (RFP attachment 5)
- I. Financial and Fiscal Responsibility Survey (RFP attachment 6)
- J. Accessibility Survey (RFP attachment 7)

Eight copies of the proposal, one unbound original and seven copies are required. The seven copies must be submitted in three-ring binders with tabs for each of the sections listed above. No proposal will be reviewed unless the requisite number of copies is submitted. The original must be so designated and must display original signatures. Any differences between the "ORIGINAL" and the copies are at the liability of the proposer.

Facsimile responses are not acceptable. They will be considered non-responsive and not reviewed.

All proposals must be typewritten (no less than 12 pt.), completed on 8.5 x 11 paper with all pages sequentially numbered and submitted in the order listed previously.

Proposers may submit a maximum of one proposal including all required elements.

Proposals must be complete at the time of submission. Each proposal will be reviewed as submitted. No modifications or technical corrections will be allowed after proposals have been submitted unless it is requested by CVWDB as a condition of contract consideration/negotiation.

Proposals will be considered non-responsive and will not be reviewed for the following reasons:

- 1) Failure to meet proposal conditions as listed above in "Format for Response"
- 2) Failure to submit the proposal prior to the deadline
- 3) Proposer is suspended or barred under Executive Order 12549, 29 CFR, Part 98, Section 98.510
- 4) Proposal does not contain all requested information/documents (see previous list)

K. TYPE OF CONTRACT/COMPENSATION METHODOLOGY

The contract developed pursuant to this RFP will be a cost-reimbursement contract; that is, allowable contracted costs incurred will be reimbursed. Contractor must have the financial resources or ability to obtain financial resources sufficient to meet their cash flow needs.

L. GENERAL CONTRACTOR RESPONSIBILITIES

Contractor will be required to assume full responsibility for all contracted services. The organization chosen as contractor under this procurement will be required to conduct operations in accordance with the Assurances and Certifications contained in this document. This section will substantially comprise the General Provisions section of the contract developed pursuant to this RFP.

M. PROCUREMENT DEADLINES

The following list delineates significant activities and dates regarding this procurement:

RFP Packets Available	March 28, 2011
Proposer's Conference	April 14, 2011
Written Questions Cut-off Date	April 28, 2011
Proposal Due Date	May 20, 2011
Review for Responsiveness	May 23, 2011
Evaluation/Validation Period	May 25 – June 13, 2011
Pre-Award Surveys Conducted	June 24 – 29, 2011
Negotiation Period	July 1 – August 5, 2011
Transition Period, if needed	September 2011
Contract Effective Date	October 1, 2011

III. WORK STATEMENTS

A. CHILD CARE SERVICES (CCS)

1. PROGRAM OVERVIEW

- a. The child care services program provides assistance by helping eligible families locate and pay for child care while they are striving to become self-sufficient and manage projects to improve the quality, availability, and affordability of child care. This program is part of the state and national welfare reform plan to assist low-income families and current or former recipients of government assistance to gain and retain employment and become self-sufficient. Parents are 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 or attending

training/education activities in preparation for work. The goals of the program are:

- 1) to enable low-income parents to work or attend training in preparation for work
- 2) to support the physical, social, emotional, and intellectual development of children
- 3) to help prevent abuse and neglect of children
- 4) to support the improvement of the quality of child care providers

b. The child care program accomplishes these goals by:

- 1) offering families an expanded choice of accessible child care arrangements
- 2) offering families an identifiable source of child care information and assistance
- 3) assuring greater opportunities for child care providers to participate in the delivery of child care services referred care
- 4) offering child care providers resources for program improvement
- 5) providing local communities a focal point for the coordination of services to families and children

c. In addition to the above, CVWDB has placed a priority on the following:

- 1) establishing networks for families in need, especially recipients of Temporary Assistance to Needy Families (TANF), thereby facilitating access to services
- 2) increasing the level of resources – funds and quality service providers available to CVWDB's area, especially for infants
- 3) a commitment by the child care program management team to continuously improve the quality of services delivered to children, parents, and child care workers and providers

2. CHILD CARE MANAGEMENT

a. The child care services personnel perform a variety of tasks, including but not limited to the following:

- 1) determine and document client eligibility for child care services
- 2) inform clients about the availability of child care from providers
- 3) allow parents to select any eligible child care provider
- 4) secure child care
- 5) manage diverse funding streams

- 6) enter into provider financial agreements with child care providers throughout the 13 county area
- 7) provide consumer information to parents and the public
- 8) promote quality child care through support of the Texas Rising Star Provider (TRSP) program and technical assistance to all providers in the system
- 9) coordinate and collaborate with other governmental and community entities
- 10) support and promote local initiatives to increase the availability of direct child care services offered through the child care program
- 11) use a state-designed automation system to collect, compile and report data
- 12) make payments to child care providers
- 13) provide inclusive services for children with disabilities

b. Area-specific duties are outlined below.

- 1) General Management and Operational Responsibilities for Child Care Services

The Workforce Solutions operator becomes a sub-recipient of federal and state funds, and as such, has direct responsibility for the sound management of the system.

- a) Management and operation of the child care system - contractual obligations for effective and efficient management of the child care system to achieve performance goals as stated in the contract
- b) Staff development - hiring, training, and supervision of staff to provide the required child care management and operations responsibilities
- c) Public accountability - compliance with the Open Records Act within the confines of laws governing confidentiality of client records and with the laws and regulations of the various funding sources, and accountability for prudent use of public funds
- d) Required reporting - reporting to CVWDB on the fiscal and operational status of the child care services program, as well as any other data or information required by CVWDB

- e) Child care advocacy - advocating for expanded and improved child care in the Concho Valley
- f) Develop community resources - develop and maintain information on community child care needs and local resources, and coordinating with other community groups to improve services to CVWDB funded clients and ensure overall coordination of child care resources
- g) Clearinghouse for public information - serving as an information and referral resource regarding child care issues and services by networking with existing community resources
- h) Coordination with local initiatives - increase availability of child care by encouraging and assisting local initiatives, which raise local funding as a match for federal funds

2) Client Services

Child care client services tasks include:

- a) interviewing applicants
- b) determining and documenting eligibility
- c) verifying information
- d) notifying the applicant of the availability of child care
- e) managing client waiting lists
- f) giving parents information that will help them choose child care arrangements that meet their needs and the needs of their children

Applicant interviews are primarily conducted by telephone. The Workforce Solutions operator must utilize a separate 1-800-phone number or other phone number that is accessible without charge to clients and child care providers.

3) Provider Management Services

Care is provided by regulated child care providers and certain eligible relatives.

Provider management tasks include:

- a) on-going recruitment and enrollment of new providers
- b) training of providers

- c) renewal of provider financial agreements
- d) providing technical assistance to enable providers to meet the needs of children with disabilities and special needs
- e) providing technical assistance to improve the quality of care received by all children enrolled in the program
- f) encouraging providers' expansion of services to meet unmet needs such as days/hours of care
- g) verifying collection of parent fees

The Workforce Solutions operator will be required to have a staff person qualified to work with children with disabilities.

TWC establishes the program criteria for Texas Rising Star Providers (TRSP), which is a set of child care quality standards that exceed the minimum licensing standards enforced by TDFPS. An important provider management task is the management of the Texas Rising Star Provider program and monitoring provider compliance with it. Child care provider participation in the Texas Rising Star Provider program is voluntary.

4) Financial Management Services

The Workforce Solutions operator develops and manages budgets that include funding from several separate sources, variously accessible to multiple client groups. Fund allocations and expenditures are tracked, using the automated system. A well-developed fiscal management system and capable staff are required to maintain this system, and perform the necessary fiscal and statistical tracking and reporting.

Financial management tasks include:

- a) reviewing provider billings to ensure accurate payment for services provided
- b) preparing budgets, budget amendments, and operating within the approved budget parameters
- c) tracking expenditures and reimbursements to providers for child care services performed
- d) inventory control
- e) maintaining accounting records and required reporting of financial status
- f) managing funding streams to ensure that resources are efficiently and effectively spent.

5) Automated Systems

The automated systems consist of CCSD, TWIST, WIT, CCAA, and Docubase and must be utilized by Child Care Services. **Use of the automated systems is mandatory.**

Computer hardware and software that support child care services are provided by TWC or by CVWDB. The automated systems assist the child care services staff in providing efficient determination of applicant eligibility, providing information to assist parents in choosing appropriate child care, providing for timely billing and payments, and accurate reporting.

The Workforce Solutions operator will be a user on CVWDB's network which connects to TWC's wide area network (WAN). Access to network allows CCS to verify eligibility for certain clients and provides for paperless documentation

6) Quality Initiatives

Quality Initiatives are to assist the child care providers in improving the quality of care.

The Texas Workforce Commission (TWC) has defined quality improvement activities as: 1. Collaborative Reading Initiatives, 2. Early Learning and Literacy, and 3. School Readiness.

CVWDB is also committed to: 1. purchasing equipment needed to establish/expand infant care rooms at current or new providers, 2. maintaining a curriculum support resource room for use by the child care community, 3. purchasing adaptive equipment and materials for children with disabilities that will be available for loan to eligible child care providers, 4. provide technical assistance on use of developmentally appropriate materials and equipment, 5. collaborating to provide high quality child care training opportunities that will increase the skill levels of all child care professionals.

3. SCOPE OF CURRENT OPERATIONS

Background information excluding American Recovery and Reinvestment Act (ARRA) – for FY10, the average number of children in care per month was 829. Of the regulated providers in the Concho Valley, 77 have provider financial agreements with child care services, 16 providers participate in the Texas Rising Star Provider Program, and 8 providers participate in the Texas School Ready!

program. For FY10 the average monthly accounts payable for child care billings was \$176,195.

4. FUNDING INFORMATION

Primarily state and federal funds finance the child care system. However, TWC does not have sufficient general revenue appropriations to draw down all federal funds available. Funds from corporate or other local funding must be used to augment state and federal funding. Your organization must help leverage these local resources. The allocation to CVWDB is based on the number of eligible children living within the Concho Valley area. The federal and state funding levels are set by contract; however, additional funding sometimes becomes available during the fiscal year. The Workforce Solutions operator incorporates such funding and places additional children in care as necessary.

5. ALLOCATIONS

The funding levels below were the budget amounts for fiscal year 2010 for Child Care Services. For the purpose of this RFP, they are also the projected amounts for fiscal year 2012. The responses given to the questions asked in this RFP should take into consideration the amount of child care dollars available and the number of children served each month. The selected contractor will be expected to adjust levels of care in accordance with actual funding levels and all subsequent changes in those levels.

Concho Valley Workforce Development Board will reimburse the selected contractor for child care payments to child care providers in accordance with established policies and procedures. CVWDB reserves the right to reallocate funds among funding categories before contract award and throughout the contract period. All allocations of funds are subject to the availability of state and federal funding.

BUDGET AMOUNTS	FY 2010
DIRECT CARE FUNDING (CCDF – Choices, Transitional, Workforce Applicant, Low-Income/At-Risk, Local Initiatives)	\$ 2,114,339
OPERATIONS (includes expenses paid by board)	\$ 420,973
ADMINISTRATION	\$ 70,000
QUALITY (pass-through and operations)	\$ 48,309
Total:	\$ 2,653,621

The responses given in the Proposed Service Delivery Plan section should take into consideration the amount of child care operations funds needed to provide the services necessary to place and keep children in care.

The child care services budget should be built on reasonable and necessary costs. Contractor will be reimbursed based on actual expenses. The total amount paid must not exceed the negotiated budgets. There will be a separate allocation for transition and start-up costs, if applicable, as these are identified and negotiated.

Quality Initiatives funding is no longer a separate ear-marked amount in CVWDB's allocation from TWC. These amounts will be negotiated as part of the contract budget.

Final figures will be negotiated with the successful proposer.

All allocations of funds are subject to the availability of federal, state, and local funding.

B. WORKFORCE

1. CLIENT SERVICE STRATEGIES

Case management/career counseling is a customer-centered approach to the delivery of services that emphasizes coordinating all needed training and supportive services in a comprehensive employment plan for each individual participant. Program service delivery must be an inclusive approach that determines the individual needs of participants and designs client service strategies that best address those needs.

The Workforce Information System of Texas (TWIST) is the designated file accessible in Workforce Solutions to be used as a common client file. TWIST will be used as the basic instrument to document services and activities provided by all programs for each individual customer, with the exception of employers.

2. ORIENTATION

Information about services that are provided in the individual and group orientation sessions will be generic in nature and give a brief overview of all services available through Workforce Solutions.

3. INTAKE

The intake system must provide a common intake process for all programs (with the exception of employers) to prevent the duplication of information collected

from the customer. The intake form will record at a minimum the name, address, phone numbers, and identify the needs and desires of the customer. This information will be entered into TWIST for access by all appropriate staff and/or programs.

All Workforce Solutions staff must be cross-trained and able to provide general information about all programs. Knowledgeable staff will be on-site on a full-time basis where feasible, while staff from the other agencies and organizations will utilize Workforce Solutions on an itinerant basis. Workforce Solutions will integrate employment-related programs, transitioning service delivery from a programmatic approach to an individualized service approach.

Front-line staff will be aware of all the resources potentially available to the general public through a community resource guide which has been developed by Workforce Solutions to allow them to make referrals, accept referrals and/or pool resources with complementary agencies or institutions which benefit the customer.

4. ASSESSMENT

The integrated assessment system is a customer-centered diagnostic evaluation of an individual's capabilities, needs, and vocational potentials. When indicated, hidden disability testing may be also used as an added assessment tool.

Emphasis is placed on assessment and case management to ensure that the customer's skill level, including transferable skills, are identified to provide the foundation for development of an Individual Employment Plan (IEP), Individual Service Strategy (ISS) or Family Employment Plan for Choices clients.

An individual's employment goal will be developed in partnership with the customer based on a realistic understanding of the skill level or occupation involved and the steps required to achieve the goal.

5. JOB SEARCH ASSISTANCE

Individuals requiring job search assistance will participate in job search classes, strategic career development, and self help through Workforce Solutions.

Job Search should include, at a minimum, assistance with résumé preparation and using the Work In Texas database along with other available tools, job application completion, appropriate attire, letter writing and interviewing techniques, as well as developing and maintaining a positive and assertive attitude, dealing with rejection, and improving interpersonal communication techniques.

During development of job leads, emphasis must be placed on the full-time pursuit of employment; scheduling and follow-through on job leads and appropriate personal appearance and grooming.

6. LABOR MARKET INFORMATION

A realistic appraisal of the current status of the employment market must be maintained and provided to job seekers, taking into consideration those targeted and demand occupations identified in CVWDB's plan.

All job seekers should participate in a Job Search Seminar, prior to enrollment in any training activity, unless such activity would prevent a placement into employment or enrollment into occupational vocational training or skills based training.

7. NON-TRADITIONAL EMPLOYMENT FOR WOMEN

The successful proposer must provide counseling and information regarding employment and training for non-traditional occupations for women.

8. CASE MANAGEMENT/CAREER COUNSELING

Career counseling is available for job-seekers who require guidance with employment and training issues, including financial. Case management and career counseling include development of a service plan with a client. Case management includes identifying available resources needed to meet the training, education, support, and other needs of the customer, reiterating the responsibilities of the customer, and following through with all plans until successful completion.

Counseling services assist participants in managing job search, successfully maintaining a job, completion of training, and understanding their potential abilities. It is vital for the program to include a wide range of counseling services or referrals to assist customers with stress, financial problems, personal problems, substance abuse, emotional problems, and career decisions.

For WIA Youth and Adult participants, tiers of positive outcomes must be incorporated into programs if they are to address the long range needs of the eligible population. A tiered program should provide multiple activities with interim outcomes (acquiring a GED, TASP, TAKS, achieving English proficiency) that move the participant from a lower level of ability (little or no basic education and employability skills) to a point of employability and ultimately to job placement and retention. Interim outcomes are integral to the WIA population's successful completion of long term goals, and are essential to the success of a

long-term program that is judged by performance outcomes and standards. This long term program design necessitates effective career counseling to ensure that each participant successfully completes training and finds and holds a job at a self-sufficiency wage.

The most crucial time period for customers receiving intensive services is the first three months after employment. CVWDB will expect contractor to provide active case management with the customer for twelve months.

9. POST-TRAINING FOLLOW-UP

Service providers must follow-up as necessary at the conclusion of training to support participants in retaining employment. This follow-up period must be maintained according to CVWDB policy, not to exceed 12 months, except youth clients who may

receive follow-up services for up to 24 months. Documentation must be provided that will track the placement of clients into Targeted and Demand Occupations, including wage at employment and wages at follow-up.

10. POST-PLACEMENT EMPLOYER FOLLOW-UP

As a part of the Case Management and Job Development factor, information will be gathered from employers, to the most unobtrusive degree possible, concerning their satisfaction with performance of the client placed with their organization.

11. OTHER RESOURCES

Other resources include education coordination services, youth programs, child care and transportation, addressed herein.

12. RESULTS

The end result of this integration will be seamless service delivery with knowledgeable well-trained staff who can quickly and effectively meet the needs of employers and job-seekers.

13. PROGRAMS

a. TANF/CHOICES

The Health and Human Services Commission (HHSC) determines eligibility of clients and refers participants to the Choices and SNAP E&T programs. Orientations are conducted and “Work First” activities are initiated. When

determining the participant's employment plan, consideration of the client's time limited benefits will be considered. The goal of the CHOICES services is to end the dependence of needy parents on public assistance by promoting job preparation, work , and marriage by providing services described in Title 40, Part 20, Chapter 11 of the Texas Administrative Code and 45 Code of Federal Regulations Parts 260-265. Continued eligibility is verified on a monthly basis by designated staff. Choices service strategy shall include the following:

- 1) Workforce Orientation for Applicants (WOA)
- 2) Access to all services available through Workforce Solutions
- 3) Work First Design
- 4) Employment plan guides activities and services leading to successful employment.
- 5) Adult Services shall include activities individually designed to lead to employment and self-sufficiency as quickly as possible.
- 6) Teen Services shall include assistance with completion of secondary school or General Educational Development (GED) credential and making the transition from school to employment.
- 7) Post –Employment services

Choices is the employment and training program serving applicants, recipients, and former recipients of Temporary Assistance for Needy Families (TANF). The Choices program is operated under a Work First service model and enables individuals to find and retain employment and upgrade skills in order to move up the economic ladder. The local employer needs, combined with the goals of the Choices Program are the framework for the service strategy of the program.

b. Supplemental Nutrition Assistance Program Employment & Training (SNAP E&T)

The Health and Human Services Commissions (HHSC) determines eligibility for food stamps and initiates referrals to the SNAP E&T Program. Eligibility for the program will be determined in accordance with policies, rules and regulations. The SNAP E&T program is designed to assist food stamp recipients in obtaining employment through participation in allowable job search, training, education, or workfare activities to promote long-term self-sufficiency.

c. Project RIO

The program is designed to reduce recidivism through employment. Services are offered to program participants after release. Project RIO staff provide ex-offenders with individualized workforce development services including job preparation and job search assistance. RIO participants attend structured job search workshops that focus on basic skills such as completing a work application, preparing a resume and interviewing. Project RIO staff ensure that potential employers are aware of and take advantage of special incentives (Work Opportunity Tax Credit and Fidelity Bonding) for hiring ex-offenders. Project RIO staff certify prospective employees for the Work Opportunity Tax Credit program.

d. Workforce Investment Act Programs

Objectives of the Workforce Investment Act include streamlining services through a seamless delivery, empowering individuals through information and access to training resources with Individual Training Accounts (in the Concho Valley by Individual Referral Agreements), providing universal access to core services, increasing accountability for results, ensuring a strong role for Local Boards and the private sector in the workforce investment system, facilitating State and local flexibility, and improving youth programs. Workforce Solutions of the Concho Valley, through the Workforce Investment Act, serves adults, dislocated workers, in-school youth and out-of-school youth.

Adults and dislocated workers who seek services at Workforce Solutions will be provided access to resources including, but not limited to, computerized assessments, labor market information, job search assistance and more intensive services which could include formal training, on-the-job training, prevocational training or skills based training.

The Dislocated Worker program under WIA offers employment and training programs for eligible workers who are unemployed due to downsizing, business closure or reorganization or displaced homemakers. This program allows for individualized reemployment services.

Texas Workforce Commission requires that a minimum of 60% of youth funds be spent on out-of-school youth. The program description must identify how the youth will be outreached and served in both categories, in-school youth and out-of-school youth.

1) Eligibility

The Workforce Investment Act of 1998 provides the framework for a unique national workforce preparation and employment system designed to meet the needs of the employer, the job seeker, and those who want to further their careers. Title I of the legislation is based on the premise that training and employment programs must be designed and managed at the local level where the needs of employers and individuals are best understood. Both the employer and job seeker customer must be able to conveniently access the employment, education, training, and information services they need.

The customer flow and requirements for the different levels of service; core, assisted core, intensive and training, will be defined according to policies and procedures set by CVWDB.

2) Core Services

Core services include self-service and information and although WIA Title I does not require eligibility determination or registration and tracking, customers who receive core services at Workforce Solutions shall complete a Work in Texas registration to include date, name, Social Security number, address, phone number and documentation of services received, as well as other information that may enhance services to the client.

The decision on which core services to provide and the timing of delivery is made by Workforce Solutions based on the individual needs and desires of the customer. There is no required minimum time period for participation in core services before receiving assisted core or intensive services. Core services may include (but are not limited to) any one or all of the following:

- a) Outreach, intake, and orientation to the information and other services available through Workforce Solutions
- b) Job search
- c) Worker profiling
- d) Use of the resource room
- e) Computer assisted self-assessment
- f) Use of computer based programs, video tapes and other reference materials for self-directed job search
- g) Initial assessment of skill level
- h) Skills based assessment and training

3) Assisted Core Services

Assisted core services are appropriate for those job seekers unable to obtain employment through self-service and information. The expectation is that most job seekers will continue to use core services in conjunction with assisted core services. There is no required minimum time period for participation in assisted core services before receiving intensive services. Registration for WIA should be completed prior to providing the first assisted core service. Assisted core services may include (but are not limited to) any one or all of the following:

- a) WIA eligibility determination
- b) Staff assisted job search, including referrals for employment.
- c) Staff assisted job development
- d) Staff assisted assessment of skill levels, educational levels, or supportive service needs
- e) Skills based assessment and training

The decision concerning which assisted core service(s) to provide, and the timing of delivery is made by Workforce Solutions and is based on the individual need and desire of the customer. Follow-up services must be made available to persons receiving assisted core services for not less than 12 months after the first day of unsubsidized employment. Assisted core services may be provided by non-WIA sources. Eligibility, once determined, is valid for a maximum of 45 days.

4) Intensive Services

There are two categories of adults and dislocated workers who may receive intensive services: (a) Adults and dislocated workers who are unemployed, have received at least one core service, are unable to obtain employment through core services, and are determined by the provider to be in need of more intensive service to obtain employment; and (b) Adult and dislocated workers who are employed, have received at least one core service, are unable to upgrade employment through core services, and are determined by the provider to be in need of intensive services to obtain or retain employment that leads to self-sufficiency.

Registration must be completed prior to providing any intensive service. Intensive services may be provided by non-WIA sources. There is no required minimum time period for participation in intensive services before receiving training services.

Intensive services begin when an individual employment plan is developed and signed by the customer. Intensive services may include any one or all of the following:

- a) Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals
- b) Comprehensive and specialized assessments of skill level, service needs, diagnostic testing, in-depth interviewing, evaluation to identify employment barriers and appropriate employment goals
- c) Group counseling
- d) Individual counseling and career planning
- e) Case management (must be provided to those seeking training services)
- f) Short-term pre-vocational services
- g) Skills based assessment and training
- h) Other allowable intensive services based on the individual need of the customer

5) Training Services

Training services may be provided to eligible individuals in occupations targeted and in demand as determined by CVWDB. Programs requiring up to two years training must be reviewed and approved by Workforce Solutions' training review team based on criteria approved by CVWDB. Programs requiring more than two years training must be recommended by the training review team for approval by CVWDB. Training may be made available to employed and unemployed adults and dislocated workers who:

- a) Have met the criteria under the Workforce Investment Act and have been determined unable to obtain or retain employment short of skills based training or occupational/vocational training
- b) After an interview, evaluation, assessment, and/or case management, have been determined by the provider to be in need of training services and to have the skills and qualifications to successfully complete the selected training program. With approval of the Workforce Solutions' staff, an interview, evaluation, or assessment performed by an outside source such

as a potential employer or training provider is acceptable for this purpose. Acceptable outside source interviews, evaluations, or assessments must be current and may include, but are not limited to any one or all of the following:

- i. Skills assessments such as Prove-It, TABE, Work Keys and Job 6
 - ii. Standardized tests required for entry into programs of higher education such as TASP, ACT or SAT
 - iii. Interview and selection by an employer willing to participate in On-the-Job Training (OJT)
 - iv. Employer generated assessments
 - v. Psychological and/or medical evaluations of abilities and/or limitations
 - vi. Assessments performed by other community based organizations including, but not limited to the Adult Literacy Council, Department of Assistive and Rehabilitative Services, or Independent School Districts.
- c) Select a program of training services directly linked to the employment opportunities either in the local area or in another area to which the individual is willing to relocate.
- d) Are unable to obtain grant assistance from other sources to pay the cost of training or require WIA assistance in addition to other sources of grant assistance, including federal Pell Grants; and
- e) For individuals whose services are provided through the adult funding stream and are determined eligible in accordance with the local priority system in effect for adults

Training services include the following:

- a) Occupational skills training, including training for nontraditional employment
- b) Skills based training
- c) On-the-Job training
- d) Programs that combine workplace training with related instruction, which may include cooperative educational programs
- e) Training programs operated by the private sector
- f) Skill upgrading and retraining
- g) Entrepreneurial training

- h) Job readiness training
- i) Adult education and literacy activities provided in combination with services described in the above training activities
- j) Customized training with a commitment by the employer or group of employers to employ the individual upon successful completion

6) Youth Services

Eligible youth must be ages 14 through 21, low-income, and have one or more of the following conditions: deficient in basic literacy skills; a school dropout; homeless, runaway, or foster child; pregnant or a parent; an offender; or require additional assistance to complete an educational program or to secure and hold employment. At a minimum, 60% percent of the local funds must be used to provide activities to out-of-school youth, as defined by Texas Workforce Commission.

Youth programs are to include an objective assessment of each youth's skill levels and service needs, a service strategy, preparation for postsecondary educational opportunities or unsubsidized employment (as appropriate), strong linkages between academic and occupational learning, and effective connections to intermediaries with strong links to the job market and employers. The other required elements of youth programs include: tutoring, study skills training and instruction leading to completion of secondary school, including dropout prevention; alternative school services; adult mentoring; paid and unpaid work experiences, including internships and job shadowing; occupational skills training; leadership development opportunities; supportive services; follow-up services for not less than 12 months as appropriate; and comprehensive guidance and counseling. In addition, each program must provide summer employment opportunities that are directly linked to academic and occupational learning. There is, however, no separate appropriation authorized for the summer jobs program under WIA.

7) Employer Services

The Employer Services Division is funded through WIA Dislocated Worker Funds. Employer Services must maintain close contact with employers to ensure that customers are referred for placement who possess skills that are relevant and immediately employable in the private sector, and that any training received by customers adequately prepares them for employment. Recruitment assistance will be provided to

employers, and all other services currently offered at Workforce Solutions. Referral of job-ready customers to employers will be provided by the Workforce Solutions staff. Employer Services include, but are not limited to:

- a) Posting current job openings in www.WorkInTexas.com
- b) Vocational/occupational training in conjunction with local community colleges and other training institutions; including skills based training
- c) Aptitude testing for current as well as prospective employees
- d) Screening and referral of qualified candidates for current job openings
- e) On-site recruitment and interviewing of prospective employees by employers
- f) Seminars and workshops for job seekers on résumé writing, the application process, appropriate attire, interviewing techniques and appropriate soft skills on the job
- g) Pre-employment testing
- h) Referral of applicants
- i) Skills assessment for current employees
- j) Customized skill training for current employees
- k) Rapid Response activities
- l) Job task analysis
- m) Labor market information
- n) Job development

The Employer Services section of Workforce Solutions will market the services available to employers. Employers will be able to access labor market data, customized training opportunities relative to company needs, and educational training information needed to upgrade the skills of current employees, as well as training for new employees.

Matching and pre-screening will be available, in addition to job referrals through the WIT database. Information and referral to customized training providers in the area will also include vendors and customer feedback. Recruitment and pre-screening, rapid response activities and customized training will be offered. Employers will gain access to all qualified jobseekers enrolled in the programs and registered in the Work In Texas labor exchange database through a process that is most convenient for the employer.

Employer Services will oversee efforts to limit duplicative contacts with employers for job order solicitation purposes and to maximize the number of local employers contacted. Coordination will also be pursued with economic development agencies in the area, to ensure that prospective employers will be provided information about program services and the local labor market. The Workforce Solutions operator will be required to use the in-house employer database (ESTAS) to track employer participation in services.

Continuity will enable service providers to share information on employer contacts, the number of employer contacts over time, the allocation of hiring incentives, and employer feedback about local workforce development services. Work In Texas www.workintexas.com allows jobseekers to get exposure through a single, convenient process to all job openings listed in the state, as well as allowing employers access to all qualified jobseekers.

e. Trade Adjustment Assistance

The Trade Act program provides a variety of reemployment services/and or income support to assist individuals who have become unemployed, or have hours reduced, as a result of increased imports from, or shifts in production to, foreign countries with which we have trade agreements.

TAA services may be expanded to secondary workers of businesses or suppliers to the primary company, firm or petitioning workers that filed for the TAA petition. The Trade Adjustment Assistance program provides:

- 1) Training
- 2) Reemployment Services
- 3) Job Search Allowances
- 4) Relocation Allowances
- 5) Health Coverage Tax Credit (HCTC)
- 6) Wage Supplement with Re-Employment of Workers age 50 and older who return to work at a lower wage than the displaced wage

f. Unemployment Insurance Claimants and Worker Profiling

Unemployment Insurance (UI) claimants may be profiled to determine and rank those most likely to exhaust UI Benefits. Claimants who are determined

most in danger of exhausting their benefits are called in for reemployment services based upon the capacity of the local employment and training system. Claimants who are profiled are also eligible for dislocated worker services under the Workforce Investment Act (WIA). CVWDB is currently operating under a re-employment grant designed to return unemployment recipients to the workplace within ten weeks after they are monetarily qualified.

14. Performance Standards

All programs have performance standards established by the Texas Workforce Commission, and all programs are subject to common performance measures. The respondent should state its strategy for meeting each performance measure for each program listed.

15. Other Expected Outcomes

Providing the services necessary for a participant to secure and retain unsubsidized employment is the fundamental goal of these programs. The preceding discussion of performance standards presents some measures of success in achieving this goal, but programs must go beyond the achievement of performance standards and focus on significant improvement from the pre-program economic and/or educational status of each participant. Every effort should be made to place participants in occupations that are training-related, offer opportunities for advancement, provide benefits, and meet or exceed the self-sufficiency wage adopted by CVWDB. Concho Valley Workforce Development Board selects specific targeted occupations to be the focus of training efforts. Placements should be in occupations that are experiencing stable or growing demand from local employers. Interim outcomes must improve the participant's capacity to perform the duties and functions of a needed occupation.

The 100% Lower Living Standard Income Level (LLSIL) is a guideline to determine whether an employed individual meets minimum standards to be self-sufficient. If you have an applicant who does not meet these income guidelines, he or she may be eligible under WIA intensive services.

The self-sufficiency wage policy adopted by CVWDB is the performance standard for wages at placement. When that participant goes out into the work force at the end of services, the goal is to make sure that he or she is earning at least 120% of minimum wage under the current minimum wage rate.

16. Budget Information

Funding for the workforce and welfare programs does not take into consideration possible funds that might be rolled over from current year programs, or additional funds made available to CVWDB by TWC. Statewide Activities are used for any of the WIA Programs or for additional incumbent worker services. The funding allocations for the most recent, complete program year for these programs follows:

FY11 Contractor Funding

Programs	Funding
WIA Youth	248,735
WIA Adult	207,287
WIA Disl Wkr	569,978
WIA Statewide	17,345
WIA Small Boards	232,906
TANF/Choices	476,638
SNAP E&T	102,104
RIO	48,501
Trade (TAA)	37,143
Employment Serv ES	18,237
Veterans	3,946
UI-REA	64,654
DW Addit Assistance	27,684
DW Addit Assistance	150,000
TOTALS	2,205,158

The above funding is for FY11. **Planning figures for FY12 Allocations are unknown at this time.**

IV. PROPOSED SERVICE DELIVERY PLAN

If approved for this contract, this section will be used as the basis for the Statement of Work. This narrative is a vital part of the proposal, representing the nature and level of services the proposing organization is offering to provide for CVWDB.

The successful proposer will be required to abide by all changes mandated by the board, as program rules and CVWDB policy changes throughout the contract timeframe. The successful proposer will also be required to attend Concho Valley Workforce Development Board meetings, staff meetings, and other meetings specified by CVWDB and/or CVWDB staff.

The following items are designed to assist you in succinctly, yet thoroughly, describing the services you are proposing to offer. For each of the criteria listed include descriptions of all experience, education, quality measures, training, and qualified staff that would substantiate the quality and integrity of the services you are offering. Please address each area in the order given below, and head and number each as listed below. Proposers should feel free to expand their responses within these areas, as necessary, to adequately reflect the scope of their offer.

A. Executive Summary - limit this section to four pages

The summary should highlight and substantiate the advantages to CVWDB of contracting with the proposer. Include examples of financial and material resources the proposer can contribute or leverage, as well as other assets (e.g., proven systems, knowledgeable and experienced staff).

B. Operational Plan/Program Design

1. Liaison

Identify a liaison person(s) who will coordinate contract negotiations with CVWDB. Specify the individual's job title and duties. Include the individual's resume in the "Resumes of Key Staff" attachment, even if the position is not paid with CVWDB funds.

2. Organizational Structure -- limit this section to two pages

Describe your organization. Items to include are:

- a. A history and overview of the organization
- b. A list of the organization's board of directors, principals, and chief officers

- c. Method used to notify Concho Valley Workforce Development Board of the time, location, and agenda items of meetings of the organization's Board of Directors, Principals, and Chief Officers
- d. Previous experience as a workforce services contractor, child care services contractor, or experience in providing similar services
- e. Organization's sources of funds and amounts
- f. Organization's current mission, philosophy, and vision as it relates to the operation of a one-stop center
- g. An organizational chart depicting placement of the one-stop center within the organization's structure. This should include the proposed lines of authority and responsibility
- h. Clearly define the responsibilities of the project manager for the program aspects and also for all fiscal aspects

Include your staffing pattern for current and/or proposed staff. Include all administrative staff. Include the number of each type of staff proposed on the designated forms in the budget section. Include a copy of each position's job description and if the positions are currently filled, include copies of staff resumes as part of attachment A (attachment A not included in the page limit).

CVWDB is responsible for contract monitoring. Describe your internal controls at management levels as attachment F (attachment F not included in the page limit).

Include the resumes and/or the job descriptions of key management staff that will be responsible for on-site administration of Workforce Solutions as part of attachment A (attachment A not included in the page limit).

3. Financial Management Capabilities -- **limit this section to three pages**

Financial management tasks include managing multiple budgets and fund codes, reviewing provider billings/invoices to ensure accurate payment for services provided, tracking reimbursements, and issuing payments.

Issues to discuss include, but are not limited to:

- a. Sufficient financial assets to provide working capital

- b. Your experience in providing the stated financial management tasks, specifically managing multiple budgets and fund codes and paying sub-contractors
- c. Your experience in accurate and timely payment of subcontractors
- d. Your proposed plan for tracking/monitoring expenditures versus budgets
- e. Capacity for paying back any disallowed costs which may be identified
- f. Potential liabilities (e.g., delinquent taxes, lawsuits, audit exceptions) which might affect your organization's ability to perform this contract, if awarded

Include the following:

- a. Your organization's financial management policies and procedures including cash management and accrual systems, financial capacity, and knowledge (include as attachment E, Financial Policies and Procedures) (attachment E not included in the page limit)
- b. Your payroll, leave and travel policies, and how you will document and maintain related records (include as attachment C, Personnel Policies and Procedures) (attachment C not included in the page limit)
- c. Internal systems and techniques to be used to measure fiscal performance and costs against planned budgets and to assure the accuracy and allowability of expenditures (include as attachment E - Financial Policies and Procedures) (attachment E not included in the page limit)
- d. The resumes (if staff are already in place) and job descriptions of key financial staff that will be assigned to the services program as part of attachment A. (attachment A not included in the page limit)

4. Automation -- **limit this section to two pages**

The automation systems used by workforce programs and support functions are mandatory. Some of the systems are developed and maintained by the Texas Workforce Commission and others are developed and maintained by CVWDB. All Information Technology (IT) operations are managed and maintained by CVWDB. An advanced knowledge of automated systems is critical to the successful operation of workforce programs. The successful proposer must use the automated systems in place and is prohibited from bringing in additional

hardware, software, networking or other IT equipment or services without prior written consent of CVWDB. All equipment maintenance and supplies for equipment must be approved by CVWDB IT manager.

5. Demonstrated Performance -- **limit this section to four pages**

A primary consideration in selecting a contractor will be their effectiveness in delivering comparable or related services based on demonstrated performance. The proposer must demonstrate capabilities essential to the success of any one-stop center system.

a. Describe your past delivery of the following items:

- 1) case management
- 2) provider management
- 3) client services
- 4) fiscal and program management
- 5) automation
- 6) community partnership

In addressing the items above, include quantitative measures of effectiveness whenever possible.

b. Include as attachment G each workforce contract, one-stop contract, child care contract, brokerage system, or other human service contract your organization has operated in the last five years, beginning with the most recent. For each contract, provide planned versus actual figures, where appropriate. Be sure these contracts include the following items:

- 1) Name of entity with whom your organization contracted
- 2) Amount and period of the contract (beginning and ending dates)
- 3) Service delivery area
- 4) Type of activity or service provided
- 5) Population served
- 6) Amount and percent of contract expended by fund code/funding source

- 7) Number of clients served
- 8) Number of vendors involved and entity's role in vendor recruitment and management
- 9) Results of monitoring reviews and audits
- 10) Role in leadership activities and improvement of services delivered
- 11) Outcomes/results achieved
- 12) Other indicators of successful contract performance, such as levels of coordination with other agencies, training and resources provided to improve and expand services
- 13) Name and telephone number of a contact person for the funding source

Attachment G is not included in the page limit.

6. **Operational Plan -- no page limit**

- a. Describe your plan for the operation of Workforce Solutions of the Concho Valley including:
 - 1) Proposed office hours, days of the week, and holidays to be observed
 - 2) Plans for hiring staff, evaluating staff performance, maintaining staff accountability, training and cross-training staff, and on-going staff development
 - 3) Plans for marketing and conducting outreach
 - 4) Plans for the fast, efficient dissemination of information to staff
 - 5) Plans for fast, efficient use of sudden, large increases in client funding
 - 6) Plans for implementing continuous improvement management techniques and practices to achieve high levels of efficiency and effectiveness
 - 7) Plans for monitoring compliance with all applicable laws and regulations and instituting quality control measures
 - 8) Plans for assessing and measuring customer satisfaction and creating an environment for the delivery of quality, customer-oriented services

- 9) Plans to ensure compliance with performance requirements (see Section I.E.)
 - 10) Staffing plans for all functions. Include number of staff, lines of authority, qualifications, and job descriptions, and a description of tools and methods used for staff time management
 - b. Describe your plan for operations of the child care services program
 - c. Describe your plan for operations of Temporary Assistance of Needy Families (TANF)/ Choices, Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T), and Project RIO.
 - d. Describe your plan for operations of Workforce Investment Act (WIA) Adult, WIA Dislocated Worker, WIA Out-of-School Youth, WIA In-School Youth, Employer Services, Employment Services (ES), Trade Act (TAA), UI/REA., Rapid Re-Employment.
7. Service Continuity and Transition of Service Delivery -- **limit this section to three pages**

With the exception of current contractor, describe your transition plan that will assure continuity of services to clients and payments to providers during the transition of service delivery. In the event that this procurement results in a change in contractor for the Concho Valley; the final transition plan will be approved by CVWDB. Transition activities will be completed prior to the start of the new contract.

Describe in your transition plan the following, including but not limited to:

- a. Staff responsible for the transition and their qualifications (attachment A)
- b. How continuity of services will be maintained
- c. Staff recruitment and benefits (attachment E)
- d. How the records, the equipment, and the application software will be transferred

C. Reasonableness of Cost

Complete the attached budget sheets and include as Number 4 in the Format for Response. Remember to provide back-up pages that show how the amounts presented were calculated. The cost of equipment owned by CVWDB and already on hand should not be included in the proposed budget. If any cost item in the

proposed budget is to be provided by your organization and not paid for by CVWDB, list that item as “in-kind.”

D. Coordination/Integration and Demonstrated Effectiveness

1. Describe your plan for future collaborations or coordination with other agencies. If you have current written or verbal agreements, please attach a copy(ies)
2. Attach names of any advisory groups or task force groups with whom your organization has been involved. Give a brief description of the purpose of each group. (not included in the page limit)

V. ATTACHMENTS

See following pages.

THE CONCHO VALLEY WORKFORCE DEVELOPMENT BOARD
PROPOSAL COVER SHEET

Identification of proposing agent:

Name of Business:

Legal Name of Parent Organization:

Head of organization:

Title:

Mailing address:

Physical address (if different):

Phone Number:

Fax Number:

Proposal contact person:

Title:

Contract signatory authority:

Title:

Phone Number:

Tax/Legal Status: Corporation Sole Ownership Public Profit
 Partnership Other-LLC Private Not for Profit

Date Established: _____

State Controller Identification Number:(If available)_____

Federal Taxpayer Identification Number:_____

Small Business? Yes No

Is proposer certified as a historically underutilized business? Yes No

Certifying Agency?

(If yes, a copy of the certification notice is required as an attachment.)

Attach a copy of Certificate of Good Standing from State of Texas as applicable.

THE CONCHO VALLEY WORKFORCE DEVELOPMENT BOARD

PROPOSAL CHECKLIST

Each proposal package must contain the following components, submitted in the order given.

- 1. Proposal Cover Sheet (RFP Attachment 1)
- 2. Proposal Checklist (RFP Attachment 2)
- 3. Table of Contents
- 4. Program Budgets (RFP Attachment 3)
- 5. Program Narrative/Statement of Work
- 6. Attachments
 - A. Resumes of Key Staff and Job Descriptions for all Positions
 - B. Certification of Proposer (RFP Attachment 4)
 - C. Personnel Policies and Procedures Manual
 - D. Audit/Financial Statement
 - E. Financial Policies and Procedures
 - F. Monitoring Policies and Procedures
 - G. Prior or current contracts
 - H. Assurances and Certifications (RFP Attachment 5)
 - I. Financial and Fiscal Responsibility Survey (RFP Attachment 6)
 - J. Accessibility Survey (RFP Attachment 7)

Omission of any of the RFP elements listed above may cause the proposal to be considered unresponsive and unsuitable for funding or contract negotiation.

Attachment 3 - Summary of Line Item Budget -Staffing & Management

Program:					
	ADMINISTRATION	OPERATIONS	PASS THROUGH	DIRECT CLIENT SERVICES	TOTALS
A. PERSONNEL COSTS-					
1. Salaries & Wages					
2. Fringe Benefits					
3. Travel					
4. Staff Development					
5. Other					
Subtotal: Personnel Cost					
B. SPACE & FACILITIES					
1. Rental (storage only)					
2. Utilities					
3. Telephone					
4. Equipment					
5. Furniture					
6. Other (list)					
Subtotal: Space & Facilities					
C. MISCELLANEOUS					
1. Marketing					
2. Advertising					
3. Subscriptions/Dues					
4. Postage					
5. Printing					
6. Copying					
7. Other (list)					
Subtotal: Miscellaneous					
D. INSURANCE					
1. Worker's Compensation					
2. Auto/Vehicle Coverage					
3. General Liability					
4. Errors & Omissions					
5. Property/Equipment					
6. Umbrella					
7. Other (Fidelity Bond)					
8. Other					

Subtotal: Insurance						
BUDGET LINE ITEMS (con't)	ADMINISTRATION	OPERATIONS	PASS THROUGH	DIRECT CLIENT SERVICES	TOTALS	
E. INDIRECT COSTS (please break out)						
1. Accounting						
2. Audit						
3. Contracted Services						
4. Other (list)						
Subtotal: Indirect Costs						
F. PROFIT						
Subtotal: Profit						
G. CLIENT SERVICES						
1. Tuition & Training						
2. Transportation						
3. Other Supportive Services						
4. Direct Child Care						
5. Child Care-Workforce						
6. Needs Related Payments						
7. Other (list)						
Subtotal: Client Services						
TOTALS						

AFFIDAVIT OF RESPONDENT

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, known to me to be the _____ (Title) of _____, and upon his/her oath stated as follows:

My name is _____; I am the _____ of _____, and I am authorized to make this affidavit.

I hereby certify that the information contained in this Response to RFP and all attachments are true and correct to the best of my knowledge and belief, and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of Concho Valley Workforce Development Board have assisted in the preparation of this proposal. I acknowledge that I have read and understood the requirements and provisions of the Request for Proposal and that the organization will comply with the Texas HB 1863, WIA, TANF/Choices, SNAP E&T, RIO, Child Care, and other applicable local, state, and federal rules, regulations and directives in the implementation of these programs. I also certify that I have read and understand the Request For Proposal and will comply with all terms and conditions therein.

ATTEST:

Name: _____ By: _____
Title: _____ Name: _____
Title: _____

CORPORATE SEAL

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 2011.

Notary Public
State of _____

ASSURANCES AND CERTIFICATION

LEGAL AUTHORITY

- A. Contractor certifies that it possesses legal authority to enter into a contract, receive the funds authorized by the contract, and perform the services contractor has obligated itself to perform under the contract with Concho Valley Workforce Development Board (CVWDB).
- B. The person signing this proposal hereby expressly warrants and represents that he/she is fully authorized by contractor to execute the contract on behalf of contractor and to legally bind contractor to all the terms, conditions, requirements of performance and provisions contained herein.
- C. Contractor certifies it is legally qualified to undertake the contract in the State of Texas. Contractor, if a corporation, certifies that it is registered with the Secretary of State of the State of Texas. If contractor is a for-profit corporation it either has provided or will provide during the term of the contract a copy of a "Certificate of Good Standing" issued by the Comptroller of Public Accounts of the State of Texas.
- D. The contract is subject to the approval of CVWDB and shall not be binding until so approved, and signed by its Chair and Executive Director.

COMPLIANCE/APPLICABLE LAWS

- A. In performance of the contract, contractor shall fully comply with the requirements of the:
 - (1) Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
 - (2) Department of Health and Human Services, 45 CFR Parts 98 and 99, Child Care and Development Fund
 - (3) Choices Program (Texas Administrative Code, 40 TAC, Chapter 811)
 - (4) Temporary Assistance to Needy Families (TANF);
 - (5) Supplemental Nutrition Assistance Program Employment & Training (SNAP E&T);
 - (6) Omnibus Budget Reconciliation Act, as amended;
 - (7) Family Support Act of 1988, PL100-485;

- (8) Omnibus Budget Reconciliation Act of 1990, PL100-508;
- (9) Child Care and Development Block Grant Act;
- (10) Federal Workforce Investment Act of 1998;
- (11) Texas Workforce Act (HB 1863 74R);
- (12) All State rules;
- (13) All Texas Workforce Commission (TWC) Guidance Letters (Workforce Development Letters/ WD Letters), including the TWC Financial Manual for Grants and Contracts;
- (14) All CVWDB Policies; and
- (15) All other applicable regulations and policies.

B. Contractor assures that it will comply with all other applicable Federal, State, and local laws, including but not limited to:

- (1) The Davis-Bacon Act (40 U.S.C. 276a to a7) as supplemented by DOL Regulations (29 CFR 5);
- (2) The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR 5);
- (3) Applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR 15);
- (4) The mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163);
- (5) American with Disabilities Act of 1990, as amended;
- (6) Title VI and VII of the Civil Rights Act of 1964, as amended;
- (7) Section 504 of the Rehabilitation Act of 1973, as amended; and
- (8) The Age Discrimination Act of 1975, as amended.

- C. All of the acts, regulations, letters, manuals, policies, procedures and/or modifications referred to in this section are incorporated in the contract by reference. Any inconsistency in the contract shall be resolved by giving precedence in the following order: (1) laws and regulations, (2) these general provisions and any other contract clauses, and (3) other documents, exhibits and attachments.

Failure to comply with any of the Acts, regulations, letters, manuals, policies, procedures, and/or modifications referred to in the items stated above shall subject contractor to sanctions.

- D. The failure of CVWDB to insist, in one or more instances, upon performance of any term of the contract is not a waiver of CVWDB's right to future performance of such item, and contractor's obligation for future performance of such term shall continue in effect. The rights and remedies of CVWDB in this clause are in addition to any other rights and remedies provided by law or under the contract.

CIRCUMSTANCES AFFECTING PERFORMANCE

If awarded the contract and in the event that contractor cannot meet any of the obligations of the contract, contractor shall notify CVWDB in writing within fourteen (14) calendar days. Contractor understands that this may lead to contract termination.

INDEPENDENT CONTRACTOR

Contractor is an independent entity and is not acting as an agent, employee, or partner of CVWDB. Contractor's employees and agents shall not be deemed to be the agents or employees of CVWDB. CVWDB shall not be liable for claims against contractor by third parties.

Employees of contractor are subject to the exclusive control and supervision of contractor. Contractor is solely responsible for employee payrolls, taxes, and any claims arising therefrom.

INDEPENDENT CONTRACTOR: INDEMNIFICATION

- A. It is expressly agreed and stipulated that CVWDB is contracting with Contractor as an independent Contractor, and that Contractor, agrees to indemnify and hold CVWDB harmless from any and all costs, damages, losses or other claims, including attorney's fees, arising out of or resulting from performances by Contractor under this Contract caused, in whole or part, by any negligent or willful act, or omission of Contractor, its employees, officers, agents, servants or representatives of anyone acting**

on Contractor's behalf in connection with this contract. The parties hereto further understand and agree that TWC and/or CVWDB shall not be liable for any claims that may be asserted by any third party in connection with the services to be performed by Contractor under this Contract.

- B. Contractor shall notify CVWDB within seven days of the occurrence of any change in Contractor's name, governing structure or organization, and of any voluntary or involuntary actions in bankruptcy.

ASSIGNMENT

Contractor may not contract, assign, transfer, convey, sublet or otherwise dispose of the contract or any right, title, obligation, duty or interest it may have therein to any third party without prior written approval from CVWDB. Contractor shall be held responsible for all funds received under the contract. Failure to adhere to this requirement will result in contract termination.

FISCAL ADMINISTRATION/RESPONSIBILITIES

- A. Contractor assures fiscal controls, fund accountability, fund accounting procedures are in compliance with the applicable principles and standards for determining costs in accordance with applicable funding legislation and regulations and the TWC Financial Manual for Grants and Contracts.
- B. Contractor shall maintain all books and records in accordance with generally accepted accounting principles (GAAP). All records must be auditable.
- C. Contractor shall have a cost allocation plan and shall keep its books and records so as to support the charging of costs pursuant to the plan.
- D. Except as specifically modified or superseded by applicable legislation and regulations, the provisions of the contract, or the provisions of issuances promulgated thereunder, in performance of the contract, contractor shall comply with the cost principles set forth in OMB Circular No. A-21, OMB Circular No. A-122, or OMB Circular No. A-87 as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Standards, (UGCMS), 1 TAC Secs. 5.141-5.166, effective February 22, 1990, as applicable.

PAYMENTS/REPAYMENTS

- A. The contract may be immediately terminated or reduced by CVWDB in the event that the US Congress, HHS, DOL, or TWC fails to provide or reduces the funds under which the contract is funded. In such event, it shall be within the sole discretion of CVWDB to determine whether to reduce funds or terminate the contract.
- B. Payment under the contract shall be reimbursement of allowable costs incurred in accordance with the line item budget.
- C. Contractor agrees that payments will be made only upon submission and verification of documents necessary to substantiate reimbursement requests under this agreement as well as any other documents required by the contract and CVWDB procedures.
- D. Contractor agrees that all payments made to contractor by CVWDB are subject to review, monitoring and audits. Accordingly, contractor assumes all liability for repayment of funds disbursed when such payments are determined not to meet the conditions of the contract.
- E. Contractor agrees to repay any funds paid to contractor under this contract which are questioned, unauthorized, or disallowed as a result of an audit, review, survey, or monitoring conducted by CVWDB, TWC, HHS, DOL, the Office of the Inspector General (OIG), or any of their designated representatives.
- F. CVWDB shall not be liable to contractor for costs incurred or performance rendered by contractor before commencement of the contract or after termination of the contract.
- G. CVWDB reserves the right to suspend funding, in whole or in part, to protect the integrity of contract funds or to ensure proper operation of programs.

CONFIDENTIALITY OF RECORDS

Contractor agrees to maintain the confidentiality of all client information. This includes family and income information, as well as information which identifies or might be used to identify clients. It also includes information obtained through application, interviews, and internal and external reports. Contractor shall not divulge confidential information without the written permission of the client except as required by CVWDB, TWC, HHS, DOL, OIG, or their designees for purposes of monitoring, performance evaluation, or audit. The release of information by contractor, if Federal or State law requires the release, shall not be construed as a breach of this section.

ACCESSIBILITY AND RETENTION OF RECORDS

- A. Contractor shall comply with all record retention and custodial requirements set forth in grant legislation, regulations promulgated thereunder, and the TWC Financial Manual for Grants and Contracts.
- B. Title to all records maintained or kept as required under this agreement shall vest in CVWDB. Contractor shall maintain all financial records, statistical records, property records, client records, and supporting documentation pertinent to the contract at sites within the Concho Valley. Records pertinent to the contract will be segregated from other contractor records and will be adequately marked to facilitate identification and research.
- C. Contractor shall provide timely program and records access to CVWDB, TWC, HHS, DOL, and OIG and their designees. Program and records access includes the right to make excerpts, transcripts, and photocopies, as well as to examine, monitor and audit all records (including computer records), books, documents, papers, activities, conditions, and performance related to programs funded under the contract. This right also includes timely and reasonable access to contractor's personnel for the purpose of interviews and discussions related to such documents and information.
- D. Contractor is required to retain all records of a program year for a minimum of four years past the due date upon which CVWDB accepts a contract close out, except in the event of litigation, for which records will be maintained as provided by the law.

BONDING

- A. A fidelity (honesty) bond with CVWDB as beneficiary will be required to be maintained by the contract holder for the duration of any contract period sufficient to cover 10 percent of contractor's budget, Title 40, Part 20, TAC 801.54
- B. Contractor is required to certify compliance with Debarment and Suspension. Contractor shall notify CVWDB in the event that contractor is notified by other Federal funding sources that it has been debarred or suspended, and shall include reasons for the debarment/suspension action(s).

INSURANCE

- A. Contractor shall provide all its employees with Worker's Compensation Insurance that complies with all provisions of the Texas Worker's Compensation Act.

- B. Contractor shall maintain on file evidence that employees who drive their own automobile in the normal scope of work under the contract possess a valid Driver's License and Liability Insurance.
- C. Contractor will maintain general liability insurance (premises liability) for personal injury, bodily injury and property damage at a minimum amount of \$1,000,000 per occurrence or \$1,000,000 aggregate.
- D. Contractor will maintain Errors and Omissions insurance at a minimum of one million dollars (\$1,000,000).
- E. In the event contractor has leased and/or owned vehicles, it will maintain automobile liability insurance at its expense for all leased and owned vehicles used in the performance of this contract. The insurance shall provide at least \$250,000 liability for each occurrence, \$1,000,000 aggregate liability and \$100,000 property damage coverage. A reasonable deductible per vehicle is allowed.
- F. Contractor will maintain property insurance on all real and non-expendable property at "fair market" value unless included in general liability insurance.
- G. Contractor will maintain umbrella insurance at a minimum of one million (\$1,000,000) per occurrence and one million (\$1,000,000) aggregate.
- H. Contractor is required to provide CVWDB with copies of all certificates demonstrating proper insurance coverage. Contractor will maintain certificates and policies on-site.

PROPERTY

- A. For purposes of the contract, grant property or grant equipment is defined as items purchased with contract funds that have a Unit Acquisition Cost (as defined in the TWC Financial Manual for Grants and Contracts) of \$500 or more and a life expectancy of more than one year. No funds received under the contract shall be used by contractor for the purchase of property or equipment without prior written consent from CVWDB.
- B. Except for governmental agencies, contractor must obtain insurance adequate to cover replacement costs resulting from vandalism, theft, fire, or other hazards for property purchased with funds from CVWDB contracts or transferred to contractor from CVWDB. Contractors that are governmental agencies may be required to replace any damaged, lost or stolen property from other than federal funds, if no insurance is in effect.

- C. CVWDB's contractor must maintain, manage and dispose of any property purchased with workforce funds in accordance with CVWDB policies. All non-expendable property purchased with funds from a CVWDB contract is considered the property of CVWDB, the State of Texas or the federal government.

INDEPENDENT AUDIT

- A. Contractor will have an audit completed in accordance with the Single Audit Act of 1984, P.L. 98-502 and OMB Circulars A-128 and A-133 as applicable and in effect at the time costs were incurred, unless the applicable circular provides otherwise, or in accordance with federal laws and regulations governing programs.
- B. Contractor may arrange for a single, organization-wide audit of its programs that will include a financial and compliance audit of state or federally funded programs under this contract, provided it is consistent with criteria found in the TWC Financial Manual for Grants and Contracts, and CVWDB agrees prior to the audit process.
- C. CVWDB reserves the right to conduct or cause to be conducted an independent audit of all funds received under the contract, notwithstanding the requirements above. A local government audit staff, certified public accountant firm or other auditors as designated by CVWDB may perform the audit. Contractor shall maintain and make available to all authorized auditors, accounting and program records to include supporting source documentation, and shall cooperate with all authorized auditors.
- D. Contractor agrees to accept any sanctions imposed as a result of the final determination or final state action, pursuant to legislation, regulations, State Regulations, and the TWC Financial Manual for Grants and Contracts.
- E. Contractor and/or auditors performing monitoring or audits shall immediately report to CVWDB any suspected incidents of fraud, abuse or other criminal activity in relation to the provisions of the contract, legislation, or regulations promulgated thereunder.
- F. Contractor will submit a completed audit to CVWDB within the specified time frame. Failure to do so may result in sanction and/or termination.

FRAUD AND ABUSE PREVENTION

- A. Contractor shall establish, maintain, and utilize internal program management procedures sufficient to provide for proper, effective management and the prevention of fraud and abuse in all activities funded under the contract.
- B. Contractor shall ensure diligence in managing programs under the contract, including conducting appropriate monitoring activities and will take immediate corrective action against known violations of governing laws, regulations, and policies.
- C. Contractor and any auditors performing monitoring or audits of contractor agree to notify CVWDB of any actual or suspected program fraud and abuse or any other criminal activity within twenty-four (24) hours of discovery.
- D. Contractor shall cooperate fully with CVWDB, TWC, HHS, DOL, OIG, law enforcement officers and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.
- E. Evidence of fraud or misappropriation of funds will result in the withholding of contract payments, cancellation of contract, and/or debarment.

CONFLICT OF INTEREST

- A. Contractor shall take every reasonable course of action in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. The contract shall be administered in an impartial manner, free from efforts to secure personal, financial or political benefit, tangible or intangible. Contractor, its executive staff and employees, while administering the contract, shall avoid situations that could give the appearance that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.
- B. Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates. In administering the contract, they shall exercise due diligence to avoid situations that may give rise to the appearance that favorable treatment is being granted to friends or associates. When it is in the public interest for contractor to conduct business with a friend or associate of an executive or employee of contractor, an elected official in the area, or a member of CVWDB, a permanent record of the transaction, regardless of its monetary value or price, shall be retained by contractor in a wholly separate file. The file shall contain a copy of any such agreement, minutes of any meetings during which any such business,

procurement and/or agreement was discussed and the dated written notification to CVWDB of any such business, procurement and/or agreement if required as set forth below. This file shall be maintained by contractor and made available for inspection and review by CVWDB at CVWDB's discretion. CVWDB's Executive Director or his/her designee must be given a dated written notification of any business, procurement or agreement which falls within this section no less than ten (10) calendar days before such agreement is executed or such business is conducted.

- C. Contractor certifies that neither it nor any of its board members have paid a fee or in any other way tried to influence the funding of this contract through actions that would constitute a real or apparent conflict of interest.
- D. An executive or employee of contractor, an elected official in the area, or a member of CVWDB shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CVWDB or contractor. Supplies, tools, materials, equipment, or services purchased with contract funds shall be used solely for purposes allowed under the contract.
- E. Prior to any contract award, contractor may be required to complete and file with CVWDB a Disclosure of Interests Form which indicates any interest, fact or circumstance which does or may present a potential conflict of interest. During the term of the contract or any extension thereof, contractor agrees to immediately inform CVWDB in writing of any potential conflict of interest that arises.
- F. No employee of contractor, no member of contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the contract shall participate in any decision relating to the contract which affects or could give the appearance of affecting his or her personal pecuniary interest.
- G. No member of CVWDB shall cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter that would provide direct financial benefit to that member or any business or organization that the member directly or indirectly represents.
- H. No manager, employee, or paid consultant of contractor is CVWDB Executive Director or an employee of CVWDB.

- I. No member of CVWDB, the Executive Director or an employee of CVWDB owns or controls, directly or indirectly, more than 10 percent interest in contractor.

SECTARIAN INVOLVEMENT

Contractor agrees that all funds provided through this award, including any funds expended under subcontracts, shall be expended for authorized activities, and that no expenditures will have as their objective the funding of sectarian worship, instruction, or proselytization.

POLITICAL ACTIVITY/LOBBYING

No funds provided under the contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. Contractor will comply with the requirements of Restrictions on Lobbying, Certification and Disclosure.

NON-DISCRIMINATION/EQUAL OPPORTUNITY

- A. Contractor shall not deny rights and benefits to any person on the basis of political affiliation or belief, religion, color, race, national origin, sex, age, physical or mental disability unrelated to ability.
- B. Contractor will not discriminate unlawfully against any employee or applicant for employment because of religion, color, race, national origin, physical handicap, mental disability, temporary medical condition, age, sex, citizenship (for beneficiaries only) or participation in programs. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, the above non-discrimination policy.
- D. Contractor will insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- E. Contractor shall establish and maintain written staff grievance procedures consistent with applicable Federal, State, and CVWDB requirements.
- F. Contractor agrees to consider and make reasonable use of minority-owned and female-owned businesses in the procurement of goods and services and in the use of real or personal property. In all instances, affirmative emphasis will be

given to minority-owned and female-owned businesses offering comparable quality and value.

ACKNOWLEDGMENT OF FUNDING SOURCE

Contractor shall give credit to CVWDB as the funding source for all programs operated under the contract. Acknowledgment must be given in all advertising, outreach materials, and presentations. Failure to comply may result in termination of contract. The acknowledgment statement should read as follows:

"Funds for this program are provided by Concho Valley Workforce Development Board, administrators of workforce development programs for the Concho Valley Workforce Development Area."

TERMINATION

- A. The contract may be terminated in whole or in part at any time that CVWDB or its authorized representative, the Executive Director, determines:
- (1) contractor has failed to perform in whole or in part under this agreement or fails to make sufficient progress so as to endanger the performance of contractor's obligations to operate the contracted programs;
 - (2) contractor has failed to provide any of the services required under this contract;
 - (3) contractor has failed to comply with any of the provisions under this contract;
 - (4) contractor has failed to comply with grant legislation, the regulations promulgated thereunder, or any of the laws, regulations, or policies which apply to the funds awarded to contractor under this contract;
 - (5) contractor failed to take corrective action as required by CVWDB and within time frames established by CVWDB following an audit, monitoring visit, review, survey, or the identification in any way whatsoever of a violation or breach of contractor's responsibilities under the contract;
 - (6) contractor through its actions in the management of the contract in the opinion of CVWDB jeopardizes the program funds made available under the contract; or
 - (7) that it is in the best interest of CVWDB to do so

- B. Contractor may request termination for convenience upon 90 days written notice to CVWDB. In the event of a termination for convenience, contractor shall be entitled to receive reimbursement for all allowable costs, as defined herein, through the date of termination. Thereafter, CVWDB shall not be responsible, liable, or owing for any expense or costs incurred after the effective date of the termination of the contract.
- C. In the event of contract termination, contractor shall cancel any outstanding orders related to the contract or the part of the contract to be terminated, and shall cease to incur costs thereunder.
- D. Termination of the contract shall not relieve contractor of any outstanding liabilities to CVWDB.

SANCTIONS

Failure of contractor to comply with any provision of the contract or with any of the federal, state, or local laws, regulations, policies or procedures set forth in the contract may subject contractor to sanctions and/or remedial measures imposed by CVWDB. Sanctions and remedial measures may also include any or all of the following:

- 1) Development and implementation of a technical assistance plan,
- 2) Withholding of funds,
- 3) Denial of profit/management fee
- 4) Designation as a "high-risk" sub-recipient,
- 5) Requirement for additional and/or more detailed financial or performance reports,
- 6) Additional monitoring,
- 7) Requirement that contractor obtain specific technical or management assistance,
- 8) Recoupment of funds,
- 9) Establishment of additional prior approvals,
- 10) Denial of the opportunity to contract with CVWDB in the future,
- 11) Prohibition on the use of specific vendors or service providers,
- 12) Such measures as deemed necessary by CVWDB to secure compliance.

SEVERABILITY

CVWDB and contractor agree that should any provisions of the contract be determined to be invalid or unenforceable, all other terms of the contract shall continue in full force and effect.

COST PRINCIPLES AND ALLOWABLE COSTS

I. General information

Cost principles and allowable costs for workforce programs are set out by the policies of the State of Texas. Cost principles, allowable costs, and cost classification rules are set out in Federal Office of Management and Budget Circulars, the Governor of Texas' Unified Grant and Contract Management Standards, and the State of Texas' Texas Workforce Commission Financial Manual for Grants and Contracts. Proposers are required to use the information on costs contained in this section of CVWDB Request for Proposal in preparing a proposal.

Cost principles

1. **General.** To be allowable, a cost must:
 - a. Be necessary and reasonable for the proper and efficient administration of the program
 - b. Be measurable and verifiable
 - c. Be expressly authorized or not prohibited
 - d. Conform to statutory or regulatory limitations or exclusions
 - e. Be consistent with policies, procedures, and regulations that apply
 - f. Be consistent with generally accepted accounting principles
 - g. Conform to applicable cost sharing or matching requirements
 - h. Be net of any credits
 - i. Be allocable to a specific program to extent of benefits received and not the result of a shift of costs from other grant programs in order to overcome fund deficiencies, avoid restrictions imposed by law, or other reasons
 - j. Be documented adequately
2. **Reasonable costs.** A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when organizations are predominately funded through federal or state funds. In determining reasonableness of a given cost, consideration shall be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the governmental unit or the performance of the award;
- b. The restraints or requirements imposed by such factors as: sound business practices; arms length bargaining; federal, state, and other laws and regulations; and terms and conditions of the award;
- c. Market prices for comparable goods or services;
- d. Whether individuals acted with prudence in the circumstances considering their responsibilities to the governmental unit, its employees, the public at large, and the federal or state government;
- e. Significant deviations from established practices that may unjustifiably increase the cost of providing services.

3. Allocable costs.

- a. A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.
- b. Any cost allocable to a particular award or cost objective under these rules may not be charged to other federal, state, or CVWDB awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the award, or for other reasons.

4. Direct cost. In general, a *direct cost* is one that can be identified specifically with a particular cost objective or program activity. Examples of direct costs are: compensation of employees for time and effort devoted specifically to the execution of program activities; costs of materials acquired, consumed, or expended specifically for purpose of program activities; equipment or other allowable capital expenditures for program activities; and other allowable expenses incurred specifically to carry out the program.

5. Allocation of direct costs. Direct costs which benefit more than one program activity must be allocated among those activities, based on the relative benefit to each activity. For example, the salary of a counselor who works in job readiness training and parenting skills training programs must be allocated among those activities based on the amount of time spent in each activity.

6. **Written cost allocation plan.** Each proposer submitting a proposal must provide a copy of a written cost allocation plan or an approved indirect cost rate schedule, which gives the basis for allocating costs among applicable workforce funding streams and within a particular funding stream, among applicable cost categories.

Allowable costs

For purposes of this proposal, the detailed list of allowable and unallowable costs is found in the TWC Financial Manual for Grants and Contracts (FMGC) chapter eight.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective recipient of Federal assistance funds certifies, 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.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Authorized Representative Signature

Date

Company/Organization Name and Address

CERTIFICATION REGARDING LOBBYING

The undersigned certifies that, to the best of his or her knowledge or belief, that:

- (1) no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- (2) the undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name and Title of Authorized Representative

Authorized Representative Signature

Date

Company/Organization Name and Address

DRUG, ALCOHOL AND SMOKE FREE WORKPLACE CERTIFICATION

_____ (proposing organization) will provide a Drug, Alcohol and Smoke Free Work Place in compliance with the Drug Free Work Place Act of 1988 and the City of San Angelo Code of Ordinances, Article 7.900, Smoke-Free Air Act of 2010. The unlawful manufacture, distribution, dispensing, possession or use of any controlled substance is prohibited on the premises of (proposing organization) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

Name and Title of Authorized Representative

Signature

Date

Certification Regarding Conflict of Interest

The Board referred to in this document (Certification Regarding Conflict of Interest) is Concho Valley Workforce Development Board.

By signature of this proposal, Proposer covenants and affirms that:

- (1) no manager, employee or paid consultant of the Proposer is a member of the Policy Board, the President, or manager of the Board;
- (2) no manager or paid consultant of the Proposer is a spouse to a member of the Policy Board, the President, or manager of the Board;
- (3) no member of the Policy Board, the President or an employee of the Board owns or controls more than 10 percent in the Proposer;
- (4) no spouse of a member of the Policy Board, President or employee of the Board is a manager or paid consultant of the Proposer;
- (5) no member of the Policy Board, President, or employee of the Board receives compensation from Proposer for lobbying activities as defined in federal laws or Chapter 305 of the Texas Government Code;
- (6) Proposer has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest;
- (7) should Proposer fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Proposer shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with them and shall immediately refund to the Board any fees or expenses that may have been paid under the contract and shall further be liable for any other costs incurred or damages sustained by the Board relating to that contract.

Name of Organization Submitting Proposal: _____

Typed Title of Authorized Signatory: _____

Signature: _____

Date: _____

FINANCIAL AND FISCAL RESPONSIBILITY SURVEY:

If your response to any of the following questions is “no”, please explain.

1. Does your accounting system provide you with adequate information to prepare a monthly financial report? (Such report should be derived from a balance sheet and income and expense statements.)

Yes No

2. Does your accounting system provide control and accountability over all funds received, property, and other assets?

Yes No

3. Can your accounting system provide for financial reports on an accrual basis?

Yes No

4. Does your accounting system provide for identification of receipt and expenditure of funds separately for each funding source?

Yes No

5. Are your accounting records maintained in such a manner as to facilitate the tracking of funds to source documentation of the unit transaction?

Yes No

6. Does your accounting system have the capability to develop procedures for determining the allowability and allocability of costs in accordance with the provisions of TWC Financial Management Manual?

Yes No

7. Are State and Federal funds advanced to you deposited in a bank with FDIC coverage?

Yes No

8. Has the bank in which you deposit State or Federal funds insured the account(s), or put up collateral, or both, which is equal to the largest sum of money which would be in such account(s) at any one point in time?

Yes No

9. Do you make monthly reconciliation of your bank account(s)/in accordance with General Accepted Accounting Principles?

Yes No

10. Are these reconciliation's made by the same person who performs the record-keeping for receipt and disbursement transactions?

Yes No

11. Do you record your cash receipt (including fuel or gift cards) and disbursement transactions and perform a reconciliation daily?

Yes No

12. Are there positions within your organization which have, as one of their duties, the receipt, distribution, or handling of money covered under bond?

Yes No

13. Is there one person who is directly responsible for all fiscal transactions?

Yes No

14. Is there a person who is responsible for the receipt of all purchased goods?

Yes No

a. Does this person immediately assign an inventory number to the required items upon receipt?

Yes No

b. Does this person perform an inventory audit at least once a year?

Yes No

c. Do you maintain records on all property acquisition, disposition, and transfer?

Yes No

15. Do you have written procedures and internal controls established for the procurement of goods and services?
- Yes No **If yes, please attach a copy.**
16. Is a bid process incorporated into your purchasing procedures for acquisition of office space and major items of equipment?
- Yes No
17. Is documentation (timesheets, etc.) properly kept to support each payroll disbursement?
- Yes No
18. Are records maintained to support authorized leave (sick leave, vacation, etc.)?
- Yes No
19. Is proper documentation maintained to support travel disbursements?
- Yes No
20. Is your accounting system bound by any outside agency (city, county, etc.)?
- Yes No
21. Do you have an indirect cost plan with current approval by a cognizant agency?
- Yes No **If yes, please attach the cost plan.**
22. Is your organization funded by more than one source?
- Yes No
23. Does your organization have a written lease for all rented or leased property?
- Yes No
24. Does your organization have written accounting procedures?
- Yes No **If yes, please submit the written accounting procedures.**

25. Has your organization ever incurred a disallowed cost?

Yes No **If yes, please explain.**

26. If certain costs are determined to be disallowed, does your organization have a procedure or source for reimbursing such costs to CVWDB?

Yes No

July 1, 2011

Diane Rath
Senior Vice President
ResCare Workforce Services
901 S. MoPac Expy. Bldg. 2, Ste. 450
Austin, Texas 78746

RE: RFP – Workforce Solutions Contract

Dear Ms. Rath:

Your bid for the above referenced RFP was selected. We look forward to continuing our long-standing, working relationship.

We will contact Nicole and set up a meeting to start contract negotiations.

Sincerely,

Johnny Griffin
Executive Director, CVWDB

*Concho Valley WDB is an equal opportunity employer/programs and auxiliary aids and services are available, upon request, to individuals with disabilities.
(800) 735-2989 (TDD)*

July 1, 2011

William D. Powell, Jr.
Executive Director
South Plains Community Action Association, Inc.
P.O. Box 610
Levelland, Texas 79336

RE: RFP – Workforce Solutions Contract

Dear Mr. Powell:

Thank you for taking the time and submitting your bid for the above referenced RFP. We really appreciated you coming to San Angelo and giving us the opportunity to learn more about your organization. Regrettably, your bid was not selected. We encourage you to submit again in the future.

If you have any questions, please do not hesitate to contact my office.

Sincerely,

Johnny Griffin
Executive Director, CVWDB

Concho Valley WDB is an equal opportunity employer/programs and auxiliary aids and services are available, upon request, to individuals with disabilities. (800) 735-2989 (TDD)

RESPONSIVENESS CHECKLIST FOR WORKFORCE SOLUTIONS SERVICES FOR FY2012

May 23, 2011 - Reviewed by Johnny Griffin, Stefan Vitez, Jim VonGonten, Cathy Ballard, Teri Sosa & Joyce Sneed	C2GPS	South Plains Comm. Action	Arbor (Rescare)
Received (due Friday, May 20, 5:00 P.M. CDST)	<small>5/20/11@10:25am</small>	<small>5/20/11@11:20am</small>	<small>5/20/11@10:10am</small>
Number of Copies (original and seven) -- One original unbound, others in 3 ring binders	X	X	X
Each proposal package must contain the following components, submitted in the order given			
1. Proposal Cover Sheet	X	X	X
2. Proposal Checklist	X	X	X
3. Table of Contents	X	X	X
4. Program Budgets	X	X	X
5. Program Narrative Statement of Work	X	X	X
Executive Summary - limit this section to four pages	X	X	X
Operational Plan/Program Design			
Liaison	X	X	X
Organizational Structure -- limit this section to two pages	X	X	X-Over 2 pages
Financial Management Capabilities -- limit this section to three pages	X	X	X
Automation -- limit this section to two pages	X	X	X
Demonstrated Performance -- limit this section to four pages	X	X	X
Operational Plan -- no page limit	X	X	X
Service Continuity and Transition of Service Delivery -- limit to three pages (except current contractor)	X	X	X
Reasonableness of Cost	X	?	X
Coordination/Integration and Demonstrated Effectiveness	X	?	X
Attachments			
Resumes of Key Staff and Job Descriptions for all Positions Attachment A	X	X	X
Certification of Proposer Attachment B	X	X	X
Personnel Policies and Procedures Manual Attachment C	X	X	X
Audit/Financial Statement Attachment D	<small>Not Provided</small>	X	X
Financial Policies and Procedures Attachment E	X	X	X
Monitoring Policies and Procedures - Attachment F	X	X	X
Prior or current contracts Attachment G	X	X	X
Assurances and Certifications - Attachment H RFP(5)	X	X	X
Financial and Fiscal Responsibility Survey - Att. I RFP(6)	X	X	X
Accessibility Survey - Attachment J RFP(7)	X	X	X

WORKFORCE SOLUTIONS CONTRACT PROCUREMENT TIMELINE 2011

Due Date	Time	Activity	Responsible Party	Date Completed
2/3/11		Reserve room for 6/23/11	LR	
2/24/11	2:00 p	Prepare Motion for Board to Approve Release of RFQ/RFP and authorize Board Ad Hoc Committee to nominate Contractor to Board & announce need for volunteers for Ad Hoc Committee	CB	
2/18/11		Prepare RFQ and publication	JS	
2/22/11		Publish RFQ in Texas Register for 3/4/11	LR	
2/25/11		Mail Request for Quote to Vendors on list	LR	
3/1/11		Publish RFQ in Texas Register for 3/11/11	LR	
3/3/11		Publish RFQ in SA Standard Times for 3/6/11	LR	
3/10/11		Publish RFQ in SA Standard Times for 3/13/11	LR	
3/25/11	5:00 p	Evaluator Proposals Due		
3/28/11	By 5:00 p	Open and Score Evaluator Proposals	JG,JS,CB,TS	
3/29/11		Announce, Award, and Notify successful bidder	JS	
3/30/11		Sign contract with successful bidder	JG	
2/25/11		Complete first draft of RFP	JS, CB, TS	
3/23/11		Complete final draft of RFP	JS, CB, TS	
3/24/11		Final draft of RFP to Stefan to post to website	LR	
3/25/11	5:00 p	Mail out notices for RFP for Workforce Solutions Operator to the Vendor List w/note RFP will be posted on website 3/28/11		
3/30/11		Post notice for RFP for Workforce Solutions Operator in SA Standard Times for Sunday, April 3 rd , and Texas Register	LR	
4/6/11		Post notice for RFP for Workforce Solutions Operator in SA Standard Times for Sunday, April 10 th , and Texas Register (if applicable)	LR	
4/14/11	9:30 – 10:30	Proposer's Conference – Reserve Room and request video tape	TS	
4/28/11	5:00 p	Cutoff for questions		
5/5/11	5:00 p	Responses complete to all questions		
5/20/11	5:00 p	All proposals due		
5/23/11	8:30a	Open and Validate proposals		
5/24/11	5:00 p	Send all proposals to evaluator	JS	
6/14/11	5:00 p	Scoring due from evaluator	JS	
6/16/11	Tbd	Conference call with evaluators	JG,JS,CB,TS	
6/23/11		Order lunch for Board Ad Hoc Committee, if necessary	LR	
6/23/11	Tbd	Present evaluations to Board Ad Hoc Committee for consideration & have proposer presentations, if necessary		
6/30/11		Ad Hoc Committee member presents selected Contractor to Board for approval/rejection. If approved, direct Board staff to begin contract negotiations		
8/5/11	5:00 p	All negotiations completed for contract		
8/9/11		Present contract to Ad Hoc Committee for final review (before sending to full Board)		
8/25/11	2:00 p	Present Motion to Board to approve contract		
8/31/11	5:00 p	Contract signed by Contractor and returned to CVWDB		
9/1-9/30/11		Transition, if necessary		
10/1/11	8:00 a	Contract begins		

Request for Proposal (RFP)

Concho Valley Workforce Development Board (CVWDB) is seeking qualified parties to submit proposals for staffing and management of its workforce center (Workforce Solutions), incorporating at a minimum Childcare Services, Workforce Investment Act (WIA) programs, Choices/Temporary Assistance to Needy Families (TANF), Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) and Reintegration of Offenders (RIO).

Proposals will be accepted until 5:00 P.M. CDST, May 20, 2011, at the office of CVWDB, 36 East Twohig, Suite 805, San Angelo, TX 76903.

A conference will be held on April 14, 2011, at 9:30 A.M. at Workforce Solutions, 202 Henry O. Flipper, San Angelo, TX 76903, Room 103, to answer questions for any party interested in submitting a Proposal.

CVWDB reserves the right to accept or reject any or all proposals.

The RFP will be released March 28, 2011.

Interested parties may obtain a copy of the RFP by visiting the website at www.cvworkforce.org/rfp.asp.