

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

Request for Proposals (RFP) ***Child Care Quality Activities***

Thursday, September 17, 2026

About Us

Workforce Solutions Greater Dallas (WFSDallas) is a non-profit organization that administers and acts as fiscal agent for programs consolidated at the local level and is responsible and accountable for the management of all workforce development funds made available to the local workforce development area. WFSDallas administers contracts and activities with a budget of approximately \$200M annually. WFSDallas is a tax-exempt organization. Please see our WFSDallas website (www.wfsdallas.com) to learn more about workforce programs, our governance and Board of Directors, and other pertinent information.

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

Overview

Workforce Solutions Greater Dallas provides subsidized child care services to more than 12,000 children each day through agreements with more than 600 child care providers, including licensed and registered child care homes and centers, with more than 250 Texas Rising Star providers.

Schedule of Events

Key Action	Date / Deadline
RFP Released / Issued	September 17, 2026, 1:00 PM CDT
Deadline for Submitting Written Questions	September 28, 2026, 12:00 PM CDT
Official Answers Posted on Bonfire	September 30, 2026, 5:00 PM CDT
Proposal Submission Deadline	October 13, 2026, 12:00 PM CDT
Anticipated Service Period Commencement	November 1, 2026

Services Solicited

The purpose of this RFP is to solicit qualified providers to deliver comprehensive child care training, workforce development, quality improvement, technical assistance, and other innovative services allowable under the Child Care and Development Fund (CCDF) and applicable Texas Workforce Commission requirements.

The goal is to enhance the knowledge, skills, capacity, and quality of child care providers, directors, and staff and to support continuous improvement of child care services, including activities that support Texas Rising Star participation and certification.

The following activities represent the primary services being solicited:

Priority

- Assistance to Texas Rising Star (TRS) providers maintaining TRS certification
- Teacher–Child Interactions
- Supporting inclusion and challenging behaviors
- Staff recruitment and retention
- Professional development for childcare providers, directors, and teachers
- Family engagement and communication
- Director leadership and management

Allowable activities may include:

- **Training and Professional Development:** Training, professional development, postsecondary education, and related supports for child care staff, including allowable staff participation supports.
- **Texas Rising Star Supports:** Technical assistance, mentoring, provider and parent supports, curriculum and materials, equipment, and other allowable incentives that support Texas Rising Star participation and quality improvement.
- **Infant and Toddler Supports:** Professional development, mental health consultation, curriculum, materials and supplies, early intervention partnerships, and activities that establish or expand infant and toddler care.
- **Health and Safety:** Training, technical assistance, resources, and other supports that assist early learning programs with licensing compliance and quality health and safety practices.
- **Evaluation and Assessment:** Assessment tools, training, technical assistance, and evaluation activities that measure program quality and child development.
- **National Accreditation:** Assistance with obtaining or maintaining national accreditation, including eligible fees, materials, and related supports.
- **Capacity and Workforce Development:** Activities that expand child care capacity; support recruitment and retention of child care staff; provide allowable wage supports; and address the needs of underserved or vulnerable populations, including children with disabilities, infants and toddlers, and children needing care during nontraditional hours.
- **Other Allowable Supports:** Shared services, prekindergarten partnerships, early childhood mental health supports, staff wellness resources, and other activities permitted under applicable funding requirements.

Restrictions on the Use of Quality Funds

- Reimbursement for direct childcare services
- Increasing Board maximum reimbursement rates
- Tiered reimbursement rates for Texas Rising Star providers
- Purchase or improvement of land, or for the purchase, construction or permanent improvement of any building or facility.

1. Professional Training Services (Vendor Services)

Please review the priority and allowable activities when responding to this RFP. Trainings shall be conducted in workshop style settings with a maximum capacity of 50 participants per session that ranges in duration from a minimum of 2 hours to a maximum of 6 hours. The specific number of participants will be determined at the time of scheduled workshop.

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

Delivered by a trainer who meets one of the following [Texas Human Resources Code §42.0421\(f\)–\(g\)](#) qualifications:

- Registered with the <https://public.tecpds.org/texas-trainer-registry/>
- An instructor who teaches early childhood development or another relevant course at a public or private secondary school or at a public or private institution
- A state agency employee with relevant expertise (for example, child care licensing or state health services)
- A physician, psychologist, licensed professional counselor, social worker, or registered nurse
- Holds a generally recognized credential or possesses documented knowledge relevant to the training the individual will provide (for example, an individual with a current child care professional credential, a firefighter who offers training on fire safety, a county health employee who offers training on immunizations)
- A registered child care home provider or director of a licensed child care center or licensed child care home in good standing with Texas Child Care Licensing (CCL), and who has demonstrated core knowledge in child development and caregiving and is only providing training at the home or center in which the provider, director or primary caregiver and the individuals receiving training are employed
- Has at least two years of experience working in child development, a child development program, early childhood education, a childhood education program or a Head Start or Early Head Start program and has been awarded a child development associate credential, or holds at least an associate degree in child development, early childhood education or a related field.

[Texas Human Resources Code §42.0421\(f\)–\(g\)](#) specifies that the director of a licensed child care center or primary caregiver of a licensed or registered child care home can provide training to his or her staff if CCL has not:

- Placed the operation on probation, suspension, emergency suspension or revocation
- Assessed an administrative penalty in the two years preceding the training

Texas Rising Star Categories for Training – Child care and early learning programs that achieve Texas Rising Star certification offer quality care that exceeds the State’s Child Care Regulation’s Licensing Minimum Standards for director and staff qualifications, teacher-child interactions, program administration, family education and engagement and indoor/outdoor learning environments. Please see the following weblink for more information: <https://www.childcare.texas.gov/texas-rising-star/about-texas-rising-star/assessment-categories>

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

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

- Implementing a Developmentally Appropriate Curriculum and Environment
- Instituting Family and Community-Centered Programming

Historically, trainings were provided on an as need basis and will varied between the hours of 8:00am and 5:00pm on Saturdays or weekdays between 6:30pm and 9:30pm. We encourage you to understand the child care industry, flexibility with remote learning and be innovative. Dates, times, and locations should be recommended by respondents.

All trainers will be responsible for any materials and equipment necessary to successfully deliver each specific training topic selected. In addition, trainers must provide sign-in sheets and completed evaluation forms for each training session provided as supporting documentation with an invoice for reimbursement. WFSDallas may also request additional documentation to support successful completion of training.

2. Early Childhood Workforce and Development Services

Please review the priority and other allowable activities when responding to this RFP. Professional development activity shall be a more comprehensive program facilitated by a certified instructor/trainer in a classroom setting providing education and training through a series, practicum, or module type program. This instruction should lead to a recognized credential with a systematic approach proven to enhance quality care. The quality improvement activities allowed are permitted by the activities described in the Texas Workforce Commission Child Care & Early Learning Program <https://www.twc.texas.gov/programs/child-care>; and subsequent issuances in accordance with Texas Human Resources Code §42.0421.

Respondents shall provide comprehensive workforce and development/training services that demonstrate practical experience and technical expertise in early childhood education. Training must be age-appropriate, relevant to the needs of child care providers, and delivered through a series, practicum, modules, or other structured format by a qualified/certified instructor or trainer.

Respondents must demonstrate expertise in early childhood development, program management and administration, staffing, and administrative and fiscal management necessary to successfully implement the services and meet high standards of public service and fiduciary responsibility.

Proposed workforce and development/training may include, but is not limited to:

- Infant and toddler development and inclusion services;
- Child Development Associate (CDA) preparation and support;
- Degrees and/or certificates in child development or early childhood education;
- Conscious Discipline and other evidence-based behavior and classroom management practices;
- Business and child care operations management;
- Health and safety, including CPR and First Aid; and
- Other professional development activities aligned with the needs of child care providers and applicable funding requirements.

For each proposed training program, Respondents shall provide:

- A description of the training content, delivery method, and instructional approach;
- Trainer qualifications and relevant experience;
- Target audience and anticipated number of participants;
- Program duration and anticipated completion timeline;
- Expected outcomes and/or competencies;
- Required supplies, materials, and other resources; and
- A detailed budget identifying all costs associated with delivering the training.

The proposed budget must include all necessary training, operational, supply, and material costs and must remain within the maximum award amount. All costs must be reasonable, necessary, allocable, and allowable under applicable funding requirements. This will be a cost reimbursement contract.

3. Other Innovative Activities

Other innovative activities to assist child care providers to improve quality of child care for infants and toddlers, including activities that support Texas Rising Star Certification may be proposed in accordance to the Child Care Development Funds (CCDF) regulations at 45 CFR §98.51, activities described in Texas Workforce Commission Child Care Services Guide (<https://www.twc.texas.gov/files/partners/child-care-services-guide-twc.pdf>); and subsequent issuances.

Respondents for Other Innovative Activities must include activities that demonstrate practical experience and technical competence in providing the proposed activities to improve the quality of infants and toddlers, and support Texas Rising Star Certification. In addition, the respondent must have expertise in management and administration, professional staff, and administrative and fiscal management systems to accomplish the goals and objectives stated in this RFP and meet high standards of public service and fiduciary responsibility.

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

The activities identified in this RFP are illustrative and are not intended to limit innovative proposals. Respondents may propose other services that support child care quality improvement and are allowable under applicable Texas Workforce Commission (TWC) guidance, the current TWC Child Care Services Guide, the Child Care Quality Strategic Planning & Expenditures Guide, and applicable federal and state requirements.

Eligible Respondents

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

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

Administration of This Request for Proposals (RFP)

The RFP is issued **1:00 p.m. CDT, Thursday, September 17, 2026**, and available to download from the Board's website: <https://wfsdallas.bonfirehub.com>. If you are unable to download the RFP, please contact: procurement@wfsdallas.com or (214) 290-1000.

The package contains all the necessary information and forms to respond to in this Request for Proposals (RFP). A response to this RFP must include all items listed in the section below **"Proposal Submission Information"**.

Proposals must be completed in accordance with instructions in the RFP and typed directly into the designated text fields of the RFP. Proposals must be officially received by WFSDallas staff to: <https://wfsdallas.bonfirehub.com> no later than **12 p.m. CDT on October 13, 2026**. **Any proposals or amendments received after the October 13, 2026, deadline will not be considered, but will be deemed late and non-responsive to this RFP procurement**

process. Late proposals or amendments will be returned without review. WFSDallas is not responsible for any technology issues. No faxed proposal will be accepted.

Bidders' Conference

There will be no bidders' conference. Questions will be received at the <https://wfsdallas.bonfirehub.com> and posted on the website at <https://wfsdallas.bonfirehub.com>. All questions must be received at the <https://wfsdallas.bonfirehub.com> no later than 12:00 p.m. CDT on September 28, 2026. Questions will be posted with corresponding answers by 5:00 p.m. CDT by September 30, 2026.

Selection Awards

Professional Training Services

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

Early Childhood Workforce and Development Services

Early Childhood Workforce and Development Services contracts will be cost reimbursement unless a different type of contract is determined to be more advantageous by WFSDallas. All contracts and extension of contracts shall be contingent upon availability of funding and satisfactory performance.

Other Innovative Activities

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

Funding

All funding is conditional upon the availability of grant funds. Funds available through the U. S. Department of Health and Human Services, and the Texas Workforce Commission.

Agreement Type/Service Period

The anticipated service period may begin as early as November 1, 2026. Services may include professional training services, early childhood workforce development, and other allowable innovative activities. Selected Respondents may be placed on a qualified vendor list and/or awarded an agreement or contract. Agreements/contracts may be extended, subject to satisfactory performance, continued need, and availability of funding.

Method of Procurement

The services solicited under this RFP shall be procured under the competitive negotiation method of procurement, via the process as described in the Texas Workforce Commission (TWC) Financial Manual for Grants and Contracts (FMGC), and Board policy. The Board's intention is to negotiate agreements/contracts with the successful bidder.

Governing Provisions & Limitations

- A. The main purpose of this RFP is to ensure uniform information in the competitive solicitation of proposals and **procurement of Child Care Quality Activities**. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind; nor does it commit the Dallas County Local Workforce Development Board, Inc. to pay for costs incurred in the preparation of a response, or any other costs incurred prior to the execution of a formal contract, unless such costs are specifically authorized in writing by the Board.

- B. The Board reserves the right to accept or reject any or all proposals received, cancel and/or reissue this RFP in part or its entirety.
- C. **Public Disclosure of Proposal Information** - this is a negotiated procurement utilizing the request for proposal method, and as such, the selection and award of a contract does not have to be made to the respondent(s) submitting the lowest priced offer, but rather to the respondent(s) submitting the most responsive proposal that satisfies the Board's requirements and is determined to be in the best interest of the Board.

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

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

- D. The Board reserves the right to correct any error(s), omission(s) and/or make changes to this solicitation as it deems necessary.
- E. The Board reserves the right to negotiate the final terms of all contracts or agreements with bidders selected and any such terms negotiated because of this RFP may be renegotiated and/or amended to successfully meet the needs of the Board's local plan and impose additional requirements and refinements in the terms and conditions, scope of work, performance measures, and funding amounts during the course of any contract.
- F. **All Board Directors, officers, and staff of the Board are precluded from entertaining questions concerning the proposal. Potential bidders, bidders and contractors are asked to respect these conditions by not making personal requests for assistance. No employee, member of a Board of Directors or other governing body, or representative of a bidder who submits a proposal under this RFP may have any contact outside of the formal review process with any employee of WFSDallas, or any member of the Board of Directors for purposes of discussing or lobbying on behalf of bidder's proposal. This contact includes written correspondence, telephone calls, personal meetings, email messages, or other kinds of personal contact. WFSDallas will reject proposals of those bidders who violate this condition.**

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

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

Selection Process

Selection shall be in accordance with the principles stated in the Board's plan and State plans, as well as other applicable laws, regulations, and policy issuances from Federal, State, and Local entities. The selection and award of a contract(s) shall be made only to "responsible contractors" who have the demonstrated competence and qualifications, including: a satisfactory record of past performance, contractor integrity and business ethics; fiscal accountability; financial and technical resources, established management and monitoring systems; ability to meet the requirements of this RFP, the laws, and regulations of specific funding sources; and the Board's plan.

- A. A consideration in selecting vendors to deliver services shall be the demonstrated performance of the agency or organization in delivering comparable or related services. Performance in this or similar activities shall be considered when awarding points for demonstrated performance. Other performance with this Board will be considered in evaluation of proposals received in response to this RFP.
- B. Funds provided under this RFP **shall not be used to duplicate facilities or services available** in the area (with or without reimbursement) from the Federal, State, or local sources, unless it is demonstrated that alternative services or facilities would be more effective or more likely to achieve the local workforce development area's performance goals.
- C. The proposal review process will include evaluation, rating, and ranking of proposals by professional staff or qualified outside evaluators using the general criteria specified below. The proposal review process will also include review, approval to negotiate and selection for award of contract by the Board of Directors.
- D. The selection shall be made on a competitive basis to the extent practicable, and shall include:
- Determination of the contractor's ability to provide services established by the Board.
 - Documentation of compliance with procurement standards established by the TWC presented in the chapter 14 of the Financial Manual for Grants and Contract (FMGC), including the reasons for selection.
- E. Award shall be made only to "Responsible Contractors" who have demonstrated competence and qualifications, including: a satisfactory record of past performance, contractor integrity and business ethics; fiscal accountability; financial, technical resources, established management and monitoring systems and the ability to meet requirements of this RFP, the laws and regulations of the specific funding source(s), and the Board's Annual Plans.
- F. Contractors not complying with Section 504 of the Rehabilitation Act of 1973 and the Federal Drug-Free Workplace Act of 1988, and those not prepared to comply with the Americans with Disabilities Act shall not be awarded a contract.
- G. The successful contractor will be required to maintain automated and/or paper records of customer activity, financial management, property, procurement, plans, policies, procedures, internal and external evaluations,

and performance for a period of three (3) years after acceptance of the Board closeout by TWC. In the event, the contract is not renewed or is terminated; the current contractor agrees to provide any and/or all the identified records to the Board.

- H. We will make an effort to utilize small, minority and female-owned or operated businesses, as vendors, and to allow such organizations maximum feasible opportunity to compete for award.
- I. The Board reserves the right to accept, or reject any or all Proposals received, or to cancel in part or its entirety this Request for Proposals.
- J. No contract/purchase agreement may be awarded until the bidder has complied with Executive Order 12549, 29CFR, Part 98 by submitting to the Board a signed Certification of Debarment, which states that neither the Vendor, nor any of its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a procurement by any Federal department or agency.
- K. Bidders shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the Board, for the purpose of or having an influencing effect toward their own proposal or any other proposal submitted hereunder.
- L. Bidders shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts.
- M. Prior to award of any contract/purchase agreement, a Bidder must sign a "Certification Regarding Conflict of Interest" stating adherence to the Board policy regarding free and open competition and conflicts of interest.
- N. Contents of a successful bid can become a contractual obligation if selected for funding. Failure of the bidder to accept these obligations can result in cancellation of the award for contract/purchase agreement. The Board reserves the right to withdraw or reduce the amount of an award if there is misrepresentation of the bidder's ability to perform as stated in the bid.
- O. Board reserves the right to deem a proposal non-responsive or disqualify any proposal that, in its sole determination, does not comply with or conform to the terms, conditions, and/or requirements of this RFP.

Evaluation Process/Point Value for Process

Responsive proposals submitted by the deadline are evaluated using objective criteria. WFSDallas assigns professional staff or qualified outside evaluators to read and evaluate each proposal. Parts of the scoring are scored independently by each reader; the final scores for those parts will be the average of the independent scores of all readers. All references are validated, and scores included in the evaluation process. WFSDallas may interview top scoring bidders before selecting a bidder for award of contract. In selecting a proposal for award of contract, WFSDallas reserves the right to depart from the strict ranking by evaluation scores, whenever it deems such departure will better serve the best interests of the WFSDallas and its constituents. A proposal must achieve an overall score of at least 70 points to be considered for selection. Responsive proposals submitted by the deadline will be evaluated using the following criteria and point value below.

Demonstrated Experience/References	25
Proposers should include experience within the last 3 years that applies specifically to the proposed training or activity that demonstrates practical experience and technical competence.	
Quality of Training/Activities	50
The quality of training must include a description of the curriculum and/or activity, length of training and/or activity and desired outcomes, etc.	
Cost	25
Cost must be reasonable, necessary, allocable, and allowable. All proposed costs are significant competitive variables in this procurement.	
TOTAL POSSIBLE POINTS	100

Proposer Inquiry and Appeal Process

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

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

Laura Ward, President/CEO
Dallas County Local Workforce Development Board, Inc.
Ross Tower
500 N. Akard Street, Suite 3030
Dallas, Texas 75201

Written acknowledgment of receipt of the Notice of Appeal will be provided to the appealing party within five (5) working days of receipt of the Notice of Appeal. Such acknowledgment will include specific instructions for completing the appeals process and the date, time and place of the next step, **The Informal Hearing**.

- Step4. Informal Hearing** – An **Informal Hearing** will be held virtually **within 10 days of receipt of the Notice of Appeal**. The Hearings Officer will meet with the appealing party to discuss their concerns and the specific grounds of the appeal. The Hearings Officer may recommend to the Board President any appropriate actions, allowable under applicable rules and regulations and consistent with agency procurement policies, to resolve issues raised at the Informal Hearing. If the appealing party agrees, the appeal may be ended at this point.
- Step5. Request for Formal Hearing** -- The appealing party, if not satisfied with the results of the Informal Hearing, must inform the Hearings Officer, in writing, no later than five (5) working days from the date of the Informal Hearing of the intent to proceed with the appeal. Within ten (10) days of receipt of this written request, the Hearings Officer will respond, in writing, to inform the appealing party of the time, date, and place of Step 6, the Formal Hearing.
- Step6. Formal Hearing** -- The Formal Hearing shall be conducted within fifteen (15) days of the date of the Request for Formal Hearing. An independent hearing officer will conduct the Formal Hearing of the appeal. This hearing officer will consider the facts presented as grounds for the appeal and remedies requested. The hearing officer and staff or the appealing party may request additional information. After full review, the hearing officer will, at the next Board meeting, make its recommendation to the Board for final determination.
- Step7. The Board Decision** -- The Board will render a decision no later than 60 days from the date of the Written Notice of Appeal. The Board decision shall be the final decision and end the appeals process at the local level.

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

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

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

INSTRUCTIONS FOR SUBMITTING A PROPOSAL

Emphasis must be placed on addressing all the requirements of this RFP in a clear and concise manner. Complete the text boxes below and submit the budget (attachments C, D) as your RFP response. This RFP is located at: <https://wfsdallas.bonfirehub.com>. All documents submitted must be complete and fully assembled.

PROPOSAL SUBMISSION - Proposals must be submitted according to the instructions regarding the response deadline of this RFP. **Regulations do not permit evaluation or consideration of proposals which are submitted after the RFP deadline.** Any modifications or amendments to a proposal already submitted must also comply with the submittal instructions and response deadline. The <https://wfsdallas.bonfirehub.com> portal will not accept proposals after the deadline date. Any proposals or amendments delivered/received after the deadline will not be considered but will be deemed late and non-responsive to this RFP and procurement process.

ASSURANCES AND CERTIFICATIONS

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

SECTION 1. Compliance with Law/Order of Precedence

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

SECTION 2. Child Labor Laws

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

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

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

SECTION 4. Grievances and Complaints

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

SECTION 5. Equal Opportunity Compliance

- A. Contractor assures and guarantees that it will comply fully with the nondiscrimination and equal opportunity provisions, including Title VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Non-traditional Employment for Women Act of 1991, as amended; and applicable provisions of the Clean Air Act and the Federal Water Pollutions Control Act, as amended.

- B. Contractor covenants to make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of the contract.
- C. Contractor assures that it will not deny services under any grant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his/her participation in any Workforce Investment Act Title I financially assisted program and/or activity, as defined under 29 CFR 37.

SECTION 6. Political Activities: Lobbying Prohibited

- A. Political Activities Prohibited
Contractor shall not permit any program funds provided under this Contract to be in any way or to any extent utilized in the conduct of political activities in contravention of Chapter 15 or Chapter 73 of Title 5, United States Code. Prohibited activities under this section include but are not necessarily limited to the assignment of any customer by Contractor or an agent of Contractor to work for or on behalf of a partisan political activity; or to participate in other partisan political activities such as lobbying, collecting funds, making speeches, assisting at meetings, doorbell ringing, and distributing political pamphlets in an effort to persuade others of any political view.
- B. Political Restrictions on Customers
Customers are not precluded from taking an active part in a political campaign outside of training hours, provided they do not identify themselves as spokesmen for any program funded under this Contract.
- C. Political Restrictions on Employees
Contractor shall prevent persons whose principal employment is involved with an activity funded in whole or in part by the Board Disbursements, during working hours paid by this Contract, from:
 - 1. Being a candidate for public office;
 - 2. Aiding the election or defeat of a candidate for public office;
 - 3. Publicizing, lobbying, or propagandizing the support or opposition to legislation pending before a government body;
 - 4. Impeding any person's right to vote, sign petitions, or speak or write on political subjects unrelated to specific political or legislative campaigns;
 - 5. Soliciting funds or contributions for political purposes; or
 - 6. Coercing, or attempting to coerce, persons in matters relating to any of the foregoing; or
 - 7. Engaging in any political activity at any time as a representative of the Board, and/or its agents, TWC, or other Federal or State funding source(s).The restrictions provided above shall not include the right of employees to vote, sign petitions, or speak or write on political subjects unrelated to a specific political campaign.
- D. Restrictions on Lobbying
No funds provided under this Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. Contractor will comply with the requirements of **Restrictions on Lobbying: Certification and Disclosure Requirements** imposed by 29 CFR 93, dated February 26, 1990, and clarified by Notice in the Federal Register, Vol. 55, No. 116, dated June 15, 1990.

SECTION 7. Non-Labor Involvement

- A. Union Activities

1. No funds under the Act shall be used in any way to assist, promote, oppose, or deter union organizing.
 2. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such institutional training involves individuals employed under a collective bargaining agreement which contains a union security provision.
 3. Nothing in this section shall prevent an employer from checking off union dues or service fees pursuant to applicable collective bargaining agreements or State law.
 4. An opportunity to comment on proposed training will be afforded to any labor organization representative as outlined in Section 143.C.2. of the Act.
- B. Labor Disputes Involving Work Stoppage
1. No customer may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. If such a work stoppage occurs during the grant period, job seekers in affected positions must: (1) be relocated to positions not affected by the dispute, (2) be suspended through administrative leave, and (3) where customers belong to the labor union involved in the work stoppage, be treated in the same manner as any other union member except such members must not remain working in the affected position. Contractor shall make every effort to relocate customers who wish to remain working, into suitable positions unaffected by the work stoppage.
 2. No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of customers in on-the-job training during the periods of work stoppage.

SECTION 8. Sectarian Involvement Prohibited

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

SECTION 9. Prevention of Fraud and Abuse

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

SECTION 10. Confidentiality of Records

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

SECTION 11. Nepotism

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

SECTION 12. Conflicts of Interests

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

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

SECTION 13. Notices/Communication

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

SECTION 14. Charging of Fees

Contractor shall not:

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

SECTION 15. Program Participation

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

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

SECTION 16. Use of Funds/Maintenance of Effort

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

SECTION 17. Responsible Contractor

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

SECTION 18. Minimum Wages for Customers

- A. In all instances when wages are paid to a customer enrolled in programs funded under this Contract, and in all instances when a job-ready customer is placed by the Contractor in unsubsidized employment, the Contractor shall ensure that the customer is compensated at a rate, including periodic increases, which is no less than the highest of the following standards:
 - 1. The minimum wage rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended; or

2. The state or local minimum wage for the most nearly comparable covered employment; or
 3. The prevailing rates of pay for persons employed in similar occupations and skill level by the same employer; or
 4. The minimum entrance rate for inexperienced workers in the same occupation in the establishment; or if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area; or any minimum rate required by an applicable collective bargaining agreement.
- B. Contractor shall not place a customer in training, or in subsidized employment, for an occupation or skill for which practitioners of that occupation or skill normally are compensated at a rate less than the minimum wage specified in Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended.

SECTION 19. Federal/State Obligations

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

SECTION 20. Accessibility of Records

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

SECTION 21. Drug-Free Workplace Rule

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

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

- E. Contractor agrees to take disciplinary action against any employee or customer convicted for violation of any criminal drug statute in the workplace/training site or require participation in a drug abuse assistance or rehabilitation program in the case of an employee only.
- F. Contractor further assures that it will notify the Board; in writing, within five (5) calendar days, of any criminal drug statute violation by a Contractor employee or customer.

SECTION 22. Economic Development and Relocation Activities

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

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

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

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

SECTION 24. Integrity of the Texas Workforce System

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

SECTION 25. Use of Funds/Buy American Act

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

PROPOSAL SUBMISSION INFORMATION

RFP Child Care Quality Activities

1. Bidder Information:

Organization Name submitting the Proposal		
Head of Organization		
Mailing Address		
Physical Address (if different)		
Name and Title of Representative Completing Proposal	Name	Title of Representative
E-mail Address of Representative		
Telephone Number of Representative		
Name & Title of Designated Contact for Organization	Name	Title of Representative
E-Mail of Designated Contact		
Telephone Number of the Designated Contact		
Type of Organization	Date Established	
Federal EIN Texas		
Small Business	Yes	No
State Comptroller ID #		
Certified as a historically underutilized business If proposer is certified as a historically underutilized business, provide a copy of certification notice as attachment.	Yes	No
Certifying Agency		
Budget Amount		

2. Proposal for Child Care Quality Activities - Professional Training Services Proposal

Proposing Entity: _____

Qualifications

Check all that applies. Provide supportive documentation and a resume for each proposed trainer.

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

Provide specific training experience within the last 3 years that applies specifically to the proposed training that demonstrates practical experience and technical competence.

Provide three professional references

Contact Name	Title	Phone Number	Summary of Activities

Proposed Quality Training

Provide details of proposed training below including delivery method, materials, and type of handouts (pre/post tests, evaluations, etc.).

Topic Area:	Age Focus: ☐ Infants ☐ Toddlers ☐ Preschool ☐ School Age
Training Title:	Training Duration: hours
Training Description, Objective, and Outcome:	

Topic Area:	Age Focus: ☐ Infants ☐ Toddlers ☐ Preschool ☐ School Age
Training Title:	Training Duration: hours
Training Description, Objective, and Outcome:	

Topic Area:	Age Focus: ☐ Infants ☐ Toddlers ☐ Preschool ☐ School Age
Training Title:	Training Duration: hours
Training Description, Objective, and Outcome:	

Topic Area:	Age Focus: ☐ Infants ☐ Toddlers ☐ Preschool ☐ School Age
Training Title:	Training Duration: hours
Training Description, Objective, and Outcome:	

Provide the details of cost based upon the proposed training presented above.

Proposed Training Title	Training Duration	Training Cost

3. Proposal for Child Care Quality Activities RFP – Early Childhood Workforce and Development Services and/or Other Innovative Activities Proposal (priority and other allowable activities)

Proposing Entity: _____

Organizational Capacity/Qualification

Demonstrate the organization's ability to provide the proposed services by ensuring sufficient management and administration, professional staffing, and administrative and fiscal management systems are in place. Attach an organization chart.

Demonstrated Experience/References

Provide specific experience within the last 3 years that applies to the proposed training and activities that demonstrate practical experience and technical competence.

Provide three professional references

Contact Name	Title	Phone Number	Summary of Activities

Proposed Early Childhood Workforce and Development Services and/or Other Innovative Activities

Provide details of proposed training and/or other innovative activities below. All proposed projects must focus on TWC-approved child care quality improvement activities (excluding direct child care services), and must comply with requirements referenced in 40 TAC § 809.16 and the Child Care & Early Learning Program <https://www.twc.texas.gov/programs/child-care>.

Topic Area:	Age Focus: ☐ Infants ☐ Toddlers ☐ Preschool ☐ School Age
Program and/or Activity:	Completion Timeline:
Number of Participants:	Cost:
Description, Objective, and Outcome:	

Topic Area:	Age Focus: ☐ Infants ☐ Toddlers ☐ Preschool ☐ School Age
Program and/or Activity:	Completion Timeline:
Number of Participants:	Cost:
Description, Objective, and Outcome:	

Topic Area:	Age Focus: ☐ Infants ☐ Toddlers ☐ Preschool ☐ School Age
Program and/or Activity:	Completion Timeline:
Number of Participants:	Cost:
Description, Objective, and Outcome:	

Topic Area:	Age Focus: ☐ Infants ☐ Toddlers ☐ Preschool ☐ School Age
Program and/or Activity:	Completion Timeline:
Number of Participants:	Cost:
Description, Objective, and Outcome:	

Cost

Proposed Cost Reimbursement Budget Form, (Attachment C) and Salary Allocation Plan Form (Attachment D)

Please complete the **Attachment C, Proposed Cost Reimbursement Budget Form and Attachment D, Proposed Salary Allocation Plan Form**. Provide details of how costs were determined. The cost of operations, supplies, materials, and training costs should be included within the maximum award allowed. All costs must be reasonable, necessary, allocable, and allowable.

Authorized Signature

Certification of Bidder

I certify that the information contained in this proposal, and any attachments are true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee of the Board, director or agent of the Board has assisted in the preparation of this proposal. I acknowledge that I have read and understood the requirements and provisions of the RFP, and that this organization will comply with Board policies and other applicable local, state, and federal regulations and directives governing this procurement process. I also certify that I have read and understand and will comply with the RFP terms; and furthermore, that I am authorized to sign this bid and submit it to the Dallas County Local Workforce Development Board, Inc. on behalf of my organization by authority of its governing body or owners. I authorize the Board to verify references and applicable data to conduct background checks, as necessary.

Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion Lower Tier Covered Transactions

I have also reviewed and certify that my organization has not been debarred in accordance with Federal Regulations, implementing [Executive Order 12549](#), Government-wide Debarment and Suspension, for the Department of Agriculture (2 C.F.R. Part 417), Department of Labor (2 C.F.R. Part 2998), Department of Education (2 C.F.R. Part 3485), and the Department of Health and Human Services (2 C.F.R. Part 376). I certify that neither my organization nor its principals:

- A. The prospective recipients 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, where the prospective recipient of Federal assistance funds is unable to certify to any statements in this certification, such prospective participant shall attach an explanation to this proposal;
- B. Have, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or grant award under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses;
- D. Have had, within a three-year period preceding this bid, one or more public transactions terminated for cause or default,
- E. Barred from participating in State contracts pursuant to Texas Government Code § 2155.077, as implemented by 34 TAC §§ 20.105 – 20.107; <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>; and
- F. Barred from federal level using the U.S. General Service Administration's System for Award Management (SAM) Exclusion Search Web Service (formerly the Excluded Parties List System or EPLS) accessible at <http://sam.gov>.

Certification of Drug-Free Workplace Requirements

I certify that:

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing an ongoing drug-free awareness program to inform employees about -

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of this statement;
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:
- Check [] if there are workplaces on file that are not identified here. Not applicable.
1. Place of Performance:

Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreement

I certify that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant local, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have 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 employee of a Member of Congress in connection with the Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Conflict of Interest

I certify that:

- (1) no manager, employee or paid consultant of the Proposer is a Director of the Board, the President, or a manager of the Board;
- (2) no manager or paid consultant of the Proposer is a spouse to a Director of the Board, the President, or a manager of the Board;
- (3) no Director of the Board, the President or an employee of the Board owns or controls more than a 10 percent interest in the Proposer;
- (4) no spouse of a Director of the Board, President or manager of the Board is a manager, employee or paid consultant of the Proposer;
- (5) no Director of the 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 the Board 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.
- (8) Proposer shall comply with the standards of conduct stated in the Assurances and Certifications, Section 11 Conflict of Interest and be in accordance with Texas Administrative Code, Title 40, Part 20, Chapter 802 above and with the conflict-of-interest provisions in OMB UG, UGMS, FMGC, and at 40 TAC §§ 802.21(c)-(d) and 802.41, regarding any contracts awarded under this RFP.

Non-Discrimination and Equal Opportunity Certification

I certify that this organization will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in Board policies and other regulations at the local, state and federal levels of governments. **I will submit a copy of this organization's Non-Discrimination and Equal Opportunity policy with the proposal.**

Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. I certify that the corporation entering this contract is current in its franchise taxes.

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

The corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

The corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Not applicable – bidder is not a corporation.

Typed Name and Title of Authorized Organization Signatory

I certify that the information provided is accurate and true of the proposed services inclusive of costs. All forms submitted are considered a final bid.

SUBMISSION AUTHORIZATION

Authorized Signatory Name

Title

Date signed:

Email Address:

Contact number:

Organization Authorized Signature:

X