



100 N. Santa Rosa, Suite 120
San Antonio, Texas 78207
Voice (210) 272-3260

Management of Child Care Services Request for Proposal

Release Date: March 13, 2017
Letter of Intent to Bid Due: March 24, 2017 by 5:00 p.m. CST
Bidder's Conference: March 27, 2017 at 2:00 p.m. CST
Response Due: April 12, 2017 by 3:00 p.m. CST

RFP links:

www.workforcesolutionsalamo.org
<http://esbd.cpa.state.tx.us/>

Workforce Solutions Alamo is an equal opportunity employer / program
Auxiliary aids and services are available upon request for individuals with 48-hour notice.

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- A – Program Data & Forecast
- B - Current CCS Positions and Salaries
- C - WSA Child Care Policy Index
- D - Organizational Chart of Current Contractor

ATTACHMENTS

- Response Forms
- Budget Forms

PART 1.0 – GENERAL INFORMATION

1.1 BACKGROUND

Alamo Workforce Development, Inc., d/b/a Workforce Solutions Alamo (hereinafter referred to interchangeably as the “Board”, “Workforce Solutions”, or “WSA”) serves as the leadership and governing body for the regional workforce system, a network for service providers and contractors that brings people and jobs together. Our service area, known as the Alamo Workforce Development Area (AWDA), consists of the City of San Antonio and the 13 counties of Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, McMullen, Medina, and Wilson. WSA is a nonprofit-corporation organized in the State of Texas, and operates as a 501(c)(3) tax-exempt organization. WSA is governed by a twenty-five (25) member Board of Directors, consisting of representatives from business, education, labor, community-based organizations, economic development, vocational rehabilitation, and government agencies. The Board is responsible for strategic planning, and oversight and evaluation of workforce development activities in the AWDA. WSA serves as the designated grant recipient and administrative entity for federal and state workforce development funds allocated to the AWDA.

Our Mission

Working to Strengthen the Alamo regional economy by growing and connecting talent pipelines to employers.

Our Vision

Workforce Solutions Alamo strives to lead the most integrated community workforce network in the nation.

Our Values

Accountability, Integrity, Excellence, Innovation, Collaboration

1.2 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

NOTE: For purposes of this RFP, the words “Bidder” and “Proposer” shall refer to an entity submitting a proposal in response to this RFP. The term “Contractor” shall refer to entities awarded and entering into a formal contract with WSA.

Workforce Solutions Alamo (WSA) is seeking proposals from qualified and eligible organizations for the management and operation of Child Care Services (CCS) throughout the Alamo Workforce Development Area (AWDA). The CCS program is a vital part of workforce services that assists eligible families to work or increase their educational abilities. The CCS program subsidizes child care for low-income families, promoting long-term self-sufficiency by enabling parents to work and/or attend workforce training or education activities. On average, more than 6,000 children are served through CCS every day in the AWDA.

It is the Board’s intent to contract with an entity that will strive to:

- Provide efficient and effective management and operation of CCS
- Provide quality customer services
- Meet or exceed performance expectations
- Maximize all available resources
- Minimize operational costs
- Improve the quality, availability and affordability of child care in the AWDA

The full range of services to be provided are detailed in Part 3 – Scope of Work.

1.3 PROCUREMENT STANDARDS

This Request for Proposal (RFP) provides a uniform method for the procurement of specified services, allowing for full and open competition. It contains the necessary background, requirements, technical specifications, information, and instructions for responding to the RFP. The services solicited under this RFP are procured under the competitive negotiation method of procurement, via the process described in the TWC Financial Manual for Grants and Contracts. The Board's intention is to negotiate a cost reimbursement contract with the successful bidder.

1.4 APPLICABLE AUTHORITIES

- Child Care and Development Block Grant Act of 1990, 42 USC §9858 et seq.
- Federal regulations for CCDF at 45 C.F.R. §98 and §99
- Social Security Act, 42 USC, §§603-619, as amended
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 42 USC §601 et seq.
- Balanced Budget Act of 1997, Public Law 105-33
- Consolidated Appropriations Act of 2005, Public Law 108-447
- Consolidated Appropriations Act of 2014, Public Law 113-76

1.5 ELIGIBLE/COMPETENT PROPOSERS

Organizations possessing the capacity and demonstrated ability to perform successfully under the terms and conditions of a contract with WSA may respond to this RFP. Eligible organizations include public entities, community-based organizations, faith-based organizations, non-profit organizations, private for profit corporations, and other qualified providers. Minority, disadvantaged, veteran and/or women-owned businesses are encouraged to respond to this RFP.

Partnerships or consortiums may respond: however, collaborations submitting proposals must identify a lead entity which will serve as the prime contractor and fiscal agent on behalf of the partnership/consortium. The lead entity will be responsible for contracting, management, coordination of services, operations, financial accountability, legal obligations, overall liability, and all reporting requirements. The specific commitments, roles, and responsibilities of each party must be determined in advance and put into a written and executed agreement, which must be included in the proposal. WSA reserves the right to have such arrangements reviewed by legal counsel. Proposal may be disqualified if such agreement does not pass legal review or is not considered to be legally binding between the parties.

Proposals may be submitted using a Managing Director and the Professional Employer Organization (PEO) model. An agreement must be in place between the Managing Director and the PEO or staffing entity prior to the start of the contract. The Managing Director shall be solely responsible for and liable to the PEO.

Subcontracting is permissible, though not desired. All subcontracts are subject to applicable federal, state and local laws, rules, regulations, and policies governing procurement. The use of any subcontracts must be identified in the proposal. If a bidder proposes to subcontract any of the services to be provided, the bidder must identify the services to be subcontracted and the rationale behind using a subcontractor rather than providing the services itself. The bidder must describe the basis for payments to the subcontractor. Subcontractors are subject to the same requirements as the proposer under this RFP and any resulting contract. Subcontracting does not relieve the contractor of any responsibilities or liabilities under a contract. WSA must approve all subcontracts prior to the execution of a contract with the selected bidder.

Entities that are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency are not eligible to respond to this RFP or receive a contract.

Proposer Competency – Proposers must have the technical competence, expertise in management and administration, professional staff, and administrative and fiscal management systems to successfully provide the services and accomplish the goals and objectives stated in this RFP, and meet high standards of public service and fiduciary responsibility. Proposers are responsible for being knowledgeable of the laws, regulations, and policies of the CCS program. Information on the Child Care program, including TWC child care rules, program overview, policy letters, etc. may be found through the Texas Workforce Commission at <http://www.twc.state.tx.us>.

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

The Contractor selected will be required to assume full responsibility for all activities and services included in the contract and specified in this RFP. WSA will provide training on all necessary documents and procedures to any contractor selected via this RFP.

Responsible Proposer/Contractor- in submitting a proposal and entering into a contract, the Proposer/Contractor guarantees that it is responsible and possesses the ability to successfully perform under the terms and conditions of a resulting contract; that it has adequate financial and technical resources or the ability to obtain such resources as required during the performance of a contract; and that it has the administrative capability, capacity, and competence to carry out the terms and conditions of a resulting contract. Additionally, the Proposer/Contractor assures WSA that its performance under the terms and conditions of a resulting contract will be in accordance with highest integrity and business ethics. If WSA determines, at its sole discretion, that the Proposer/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 a resulting contract, no contract will be awarded or if determined to be responsible after a contract has been awarded, WSA may terminate the contract.

1.6 GOVERNING PROVISIONS AND LIMITATIONS

Failure to comply with any of the following provisions may cause a proposal to be disqualified and rejected from consideration.

1. All proposals submitted to WSA in response to this RFP become the exclusive property of WSA.
2. Proposal, if accepted, will become the basis for the contract scope of work.
3. The primary purpose of this RFP is to ensure uniform standards and information in the solicitation of proposals and procurement of the management and operation of Child Care Services in the AWDA. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind; nor does it commit WSA 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 WSA.
4. WSA reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part, or its entirety.
5. 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 submitting the lowest priced/cost offer, but rather to a respondent submitting the most responsive proposal that satisfied the Board's requirements and is determined to be in the best interest of the Board.
6. WSA reserves the right to award a contract(s) for any services solicited in this RFP in any quantity WSA determines is in its best interests.
7. WSA reserves the right to extend, shorten, increase or decrease any contract awarded as a result of this RFP.

8. WSA reserves the right to request additional information, clarification of or explanation for any aspect of a response to this RFP.
9. WSA reserves the right to waive any defect in this procurement process or to correct any error(s) and/or make changes to this solicitation it deems necessary. WSA will provide notifications of any changes in this RFP to all respondents recorded in the WSA official distribution log and receipts record as having requested or received a copy of this RFP.
10. WSA reserves the right to negotiate the final terms of any and all contracts or agreements with selected proposers and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of WSA, 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.
11. WSA reserves the right to contact any individual, agency, employer or granting agencies listed in a proposal, contact others who may have experience and/or knowledge of the respondent's relevant performance and/or qualifications; and to request additional information from any and all proposers.
12. WSA reserves the right to conduct on-site reviews of records, systems, procedures, including credit and criminal background checks of any entity selected for funding under this RFP. This may occur either before or after the award of a contract or agreement. Any misrepresentation of the proposer's ability to perform as stated in the RFP response may result in the cancellation of any contract or agreement awarded.
13. Any entity and/or each entity of a partnership or consortium selected for funding under this RFP will be subject to a Pre-Award review in accordance with Chapter 14 of the TWC FMGC to determine the proposer's level of risk of non-compliance or non-performance under contract. This will include, but not be limited to a review of the proposer's prior three (3) year financial history, record keeping procedures, management systems, accounting and administrative systems and procedures. The selected proposer will be subject to a fiscal integrity evaluation in accordance with 40 TAC, Chapter 802.21 before each contract renewal.
14. WSA reserves the right to withdraw an award of any contract based on unsatisfactory results of the pre-award survey.
15. WSA reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this RFP if adequate funding is not received from TWC or other funding sources or due to legislative changes.
16. Proposers shall not, under penalty of law, offer or provide any gratuities, favors or anything of monetary value to any officer, Board member, employee, proposal evaluator, agent of WSA or elected official for purposes of having an influencing effect on this procurement.
17. Proposers shall not attempt in any manner to advocate for, lobby or otherwise attempt to influence any officer, Board member, employee, proposal evaluator, agent of WSA or elected official for purposes of having an influencing effect on this procurement.
18. No officer, Board member, employee, proposal evaluator or agent of WSA shall participate in the selection, award or administration of a contract supported by CCS funds if a conflict of interest, or potential conflict, is involved.
19. Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision will cause the proposal to be disqualified and rejected. This does not preclude joint ventures or subcontracts.
20. The contents of a successful proposal will become a contractual obligation if selected for the award of a contract. Failure of a proposer to accept this obligation may result in cancellation of an award. No plea of error or mistake shall be available to successful proposer as a basis for release from proposed services at the stated price/cost. Any damages accruing to WSA as a result of a successful proposer's failure to contract with WSA may be recovered from the proposer.
21. A contract with a selected proposer may be withheld, at the sole discretion of WSA, if issues of contract or questions of non-compliance, questioned/disallowed costs, audit/monitoring findings or legal issues exist, until such issues are satisfactorily resolved. WSA may withdraw the award of a contract if the resolution is not satisfactory to WSA.

22. The solicitation and selection of proposals must conform to all relevant federal, state, and local laws, regulations, rules, and policies governing the procurement of goods and services. Proposers are responsible for familiarizing themselves with such matters.
23. All proposal submitted must be an original work product of the proposing entity. The copying, paraphrasing or other use of substantial portions of the work product of others and submitted hereunder as original work of the proposer without written authorization or proper citation, is prohibited.
24. The contents of a successful proposal may become a contractual obligation and be incorporated by reference into a contract. Respondents must intend to fulfill all the representations in their proposal. Failure of a respondent to accept this obligation may result in the cancellation of an award or contract. No plea of error or mistake shall be available to a successful bidder as a basis for release from proposed services. Any damages incurred by WSA as a result of a successful proposer's failure to contract may be recovered from the proposing entity.
25. A contract with the selected proposer may be withheld, at the sole discretion of WSA, if issues of contract or regulatory compliance or questioned/disallowed costs, audit or monitoring findings, or legal issues exist until such issues are resolved to the satisfaction of WSA.
26. Selected contractor must ensure that the CCS program is adequately staffed at all times during the duration of a contract.

1.7 ADMINISTRATIVE REQUIREMENTS AND OTHER LIMITATIONS

1. WSA will provide any training and/or technical assistance needed by the selected contractor in regards to WSA policies, documents, procedures, etc. that are specific to WSA.
2. Employees of the contractor are subject to the exclusive control and supervision of the contractor. The contractor is solely responsible for personnel matters including hiring, discipline, termination, supervision, background checks, training, evaluation, etc. of its employees.
3. Proof of insurance is not a requirement for the submission of a proposal, but the selected proposer will be required to obtain and provide proof of all required insurances specified in this RFP and provide WSA with proper certificates or policies prior to commencing work under a contract resulting from this RFP. WSA and its Board of Directors must be listed as an additional insured party on each policy. Policies must remain in full force for the duration of a contract. Any changes in insurers, coverage, deductibles, modifications, alterations, or cancellations during the term of the contract must be immediately communicated in writing to WSA.
4. Contractor will be required to procure all insurances required by this RFP. The following insurances/bonding are required:
 - a) *General Liability*- contractor must carry general liability insurance coverage sufficient to cover any liability that may arise from the performance of a contract. General liability must cover bodily injury and property damage to a third party and personal injury: \$500,000 each occurrence or \$1,000,000 aggregate minimum is required. A reasonable deductible is allowed, but not to exceed \$5,000 per occurrence. Contractor must be able to cover the cost of any deductible.
 - b) *Directors and Officers* – contractor must maintain Directors and Officers insurance (\$250,000 minimum coverage).
 - c) *Errors and Omissions* contractor must, at its own expense, carry “errors and omissions” insurance or the equivalent (\$250,000 minimum coverage). Contract funds cannot be used to pay for Errors and Omissions Insurance. If Errors and Omissions insurance is included in another type of insurance, the cost applicable to Errors and Omissions must be paid for from non-contract funds.
 - d) *Motor Vehicle* – if the contractor or its employees use motor vehicles in the conduct of business under a contract resulting from this RFP, liability insurance covering bodily injury and property damage must be provided through a commercial insurance policy. Such insurance shall provide for a minimum coverage of \$100,00 liability per occurrence; \$300,000 aggregate liability;

- \$100,000 property damage; personal injury protection; uninsured motorist protection; and a maximum deductible of \$500. Contractor must be able to cover the cost of any deductible.
- e) *Property* – contractor shall maintain adequate casualty and theft insurance on all of its personal property, including removable fixtures and improvements, located in any property owned, leased or provided to the contractor against theft, fire, flood, and other hazards.
 - f) *Workers' Compensation* – contractor must ensure that all employees are covered by workers' compensation insurance. If self-insured, the contractor must warrant that it will maintain coverage sufficient to cover any liability that may arise from performance under a contract. If the contractor is a government agency and is self-insured, then the contractor must be able to pay any obligation that it incurs under a contract, including any liability that may arise from the performance of a contract.
 - g) *Fidelity Bond* – contractor must obtain and maintain a fidelity bond that indemnifies WSA against loss arising from a fraudulent or dishonest act of the contractor's officers and/or employees holding positions of fiduciary trust (i.e. individuals responsible for receiving or depositing funds, issuing financial documents, checks, or other instruments of payment). The contract must be the insured entity and WSA must be the assigned certificate holder. The fidelity bond must be in an amount that is sufficient to cover the largest cumulative amount of all cash/reimbursement requests submitted on a given day or the cumulative amount of funds on hand at any given point, whichever is larger. In addition, contractor must secure additional amounts of funds against loss as specified in the TWC FMGC. Contractor must submit the bond to WSA within ten (10) calendar days of the beginning date of a contract.
5. Profit is an allowable cost with for-profit entities only. Profit will be capped at seven (7) percent of the operational budget and will be based on negotiated performance measures and targets. Profit will be negotiated as a separate item during contract negotiations.
 6. Indirect Rates and/or Management Fees are allowable, but must meet the requirements specified in the TWC FMGC. Rates and fees must be supported by appropriate documentation and auditable. Indirect Rates must be approved by a recognized cognizant agency. Indirect Rates and Management Fees shall be limited to no more than 8 percent, regardless of the organization's approved rate.
 7. For purposes of this RFP, profit and indirect costs or management fees will be calculated against operational costs (i.e. personnel and related operating costs. Excluded are direct care costs).
 8. Any and all purchases/procurement of goods and services by the contractor with funds received under a contract with WSA, must comply with all applicable procurement and purchasing requirements, including those described in the TWC FMGC. All non-expendable property purchased under a contract resulting from this RFP shall be considered to be the property of WSA. Any such purchases must comply with WSA policy and require prior review and written approval from WSA.
 9. Contractor must agree to cooperate with WSA in the development and implementation of partnerships and collaborates with community partners while maximizing local resources. This includes cooperation, coordination, and implementation as may be requested by WSA under any Memorandum of Understanding (MOU) or other agreement entered into by WSA.
 10. Contractor may have an annual audit conducted by an independent auditor in accordance with the Single Audit Act of 1984, as amended; OMB Circular A-133; and the requirements specified in the TWC FMGC. WSA reserves the right to conduct or cause to be conducted an independent audit of all funds received under a contract issued by WSA, notwithstanding the preceding requirement. Such audit shall be conducted in accordance with applicable federal and state rules, regulations, and established professional standards and practices.
 11. Contract should have the financial resources or the ability to obtain financial resources sufficient to meet their short-term cash flow needs (up to 2 weeks) including payment of direct care costs. Cash advances will not be provided.
 12. Contractor shall comply with all applicable federal, state and local laws, rules, regulations, policies, directives, plans, and funding source(s) requirements governing the CCS program.

13. Contractor shall be subject to compliance monitoring (financial and program). At any time during normal business hours, and as often as deemed necessary by TWS, TWC, the U.S. Department of Health and Human Services, or other State and Federal agencies, or their duly authorized representatives, shall have complete access to any and all records or papers related to a contract resulting from this RFP for the purpose of verifying contractual performance and compliance.
14. Contractor must have its own internal quality assurance and/or monitoring systems and procedures.
15. All contractor employees must comply with all Information Technology access and user policies and requirements of WSA and TWC.
16. Contractor must have a cost allocation plan as required by regulations governing multiple funding sources. The cost allocation plan is a separate document from an approved indirect cost rate plan. The cost allocation plan must be approved by WSA.
17. Contract must comply with applicable cost principles and administrative requirements set out in Federal OMB Super Circular 2, CFR Part 200, and 46 CFR Chapters 1, Part 31, as supplemented by final rules promulgated by the Texas Office of the Governor under the Uniform Grants and Contract Management Standards and the TWC FMGC.
18. Contractor must comply with WSA's marketing standards and guidelines.
19. Contractor must ensure the timely and accurate entry of client data and records into management information systems required by WSA including The Workforce Information System of Texas (TWIST) and Cabinet.
20. Contractor must provide reports or information on clients, providers, finances, performance, and/or program operations as may be requested or required by WSA.
21. Contractor shall be responsible for meeting or exceeded all federal, state and local performance measures and targets associated with the CCS program.
22. Contractor is expected to fully cooperate with WSA in the development and implementation of any changes to the CCS program, as deemed necessary and appropriate by WSA or as required by TWC and/or legislative change.
23. Contractor shall ensure that the confidentiality of all client data is maintained in accordance with state and federal laws, WSA and TWC policy. Contractor shall also ensure the security of client data in hard copy and/or electronic files in accordance with WSA policy.
24. Contractor must agree to comply with TWC and WSA rules, policies, directives, procedures, and plans and any contract modifications/amendments.
25. The selected Contractor will be considered as a sub-recipient as defined in the Governor's Uniform Grant and Contract Management Standards (UGMS) and the TWC FMGC. WSA may refer to the agreement between itself and the service organization as a "grant" or "contract", although it will be understood to be a sub-grant for services, and all federal or state requirements applicable to sub-recipients will apply to the selected Contractor.
26. Contractor will be required to prepare and maintain customer, provider, and financial records in accordance with instructions provided by WSA. The selected Contractor will be required to retain all records of a program year for a minimum of three (3) years past the date upon which WSA accepts a grant/contract closeout.
27. Contractor must provide reports upon demand on clients, providers, finances, and program operations as may be requested or required by WSA.
28. The selected Contractor is required to ensure that all services provided pursuant to any executed contract are in compliance with the requirement of Section 504 of the Rehabilitation Act of 1973, as amended and the Americans with Disabilities Act of 1990 with respect to physical and program accessibility.
29. Private non-profit organizations and agencies of state or local government responding to this RFP must include the following: 1) a resolution from the respondent's governing body or board authorizing the submission of a proposal; and 2) a letter of transmittal from the chief executive officer of the respondent's organization.

30. Private for-profit corporations submitting a proposal must include a statement signed by an authorized representative of the corporation authorizing submission of a proposal.
31. The proposer must be current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas and has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.
32. The proposer certifies that the business entity is not ineligible pursuant to Texas Family Code Section 231.006 to receive the grant and acknowledges that any contract award resulting from this RFP may be terminated and payment may be withheld if this certification is inaccurate. If a Board member, corporate officer, individual, or controlling officer of the contractor is more than 30 days in arrears in payment of an obligation of child support, the contractor acknowledges that payments under the grant award resulting from this RFP may be suspended and/or the contract cancelled.

1.8 PROCUREMENT SCHEDULE

The following schedule is subject to change at the discretion of WSA. Proposers should regularly check WSA’s website (www.workforcesolutionsalamo.org) for posted updates. All times show are Central Standard Time (CST)

Activity	Date
Issuance of RFP	March 13, 2017
Deadline for Submitting Questions	March 24, 2017
Bidder’s Conference	March 27, 2017 @ 2:00 p.m.
Letter of Intent Due Date	March 24, 2017 @ 5:00 p.m.
Proposal Due Date	April 12, 2017, by 3:00 p.m.
Evaluation Period	April 17 – May 14, 2017
Evaluation Results & Presentation of Recommendation to Committee	May 25, 2017
Board Action of Selection/Award	June 14, 2017
Contract Start Date	October 01, 2017

1.9 ISSUANCE AND AVAILABILITY OF RFP

This RFP is issued at 1:00 p.m., March 13, 2017, by Workforce Solutions Alamo, under the direction of Alan D. Miller, Interim CEO. Copies of the RFP are available at 115 E. Travis, Suite 220, San Antonio, Texas 78205 from March 13-17, 2017. After March 17, 2017, proposals will be available at 100 N. Santa Rosa, Suite 120, San Antonio, Texas 78207. Copies of the RFP will be available during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., except for holidays). The RFP will be posted and can be downloaded from WSA’s website (www.workforcesolutionsalamo.org) and the Electronic State Business Daily (ESBD) website. The RFP may also be obtained electronically by submitting a request to vmiller@wsalamo.org.

1.10 LETTER OF INTENT TO BID

A **Letter of Intent to Bid** is required for all bidders planning to submit a proposal and must be submitted and received by WSA no later than 5:00 p.m. on March 24, 2017. Proposals will NOT be accepted from proposer’s who do not submit the required letter by the required submission date. Submitting a **Letter of Intent to Bid** does commit the proposer to submit a proposal.

The **Letter of Intent to Bid** may be submitted electronically, by facsimile, in person, by USPS, or by carrier to the following address:

CCS RFP
Workforce Solutions Alamo
100 N. Santa Rosa, Suite 120
San Antonio, TX 78207
Facsimile: 210-272-3290
E-mail: vmiller@wsalamo.org

1.11 RESPONSE DEADLINE

All proposals must be received no later than **April 12, 2017 by 3:00 p.m.** Official receipt of proposals will be by entry on a Board log of proposals received and verified by a receipt form issued by WSA staff. Proposers who mail a proposal that is received on or before the deadline will be sent a copy of the receipt form upon request. Proposals may be hand-delivered or submitted via mail or courier. Faxed or e-mailed proposals will NOT be accepted. Proposals should be addressed and externally labeled as follows:

CCS RFP
Workforce Solutions Alamo
100 N. Santa Rosa, Suite 120
San Antonio, TX 78207
DATED MATERIAL

The timely delivery of proposals is the sole responsibility of the proposer. Proposals submitted by mail, courier or overnight delivery services must be physically received by the deadline specified above regardless of postmark or shipping date. WSA is not responsible for any failures, errors or omission or otherwise on the part of the U.S. Post Service or other carrier. Disputes concerning late or non-delivered proposals are not subject to appeal. This requirement also applies to the Letter of Intent to Bid.

Any modification or amendment to a proposal already submitted must also comply with the above requirements and response deadline. Any proposals or amendments delivered/received after the specified deadline will not be considered for review and will be deemed as late and non-responsive – NO EXCEPTIONS.

A signed original and six (6) exact copies of the proposal must be submitted. The proposer is responsible for ensuring that all copies are the same and contain all required elements as specified in the RFP. Incomplete originals and/or copies will result in the proposal being deemed as non-responsive and ineligible for review.

1.12 WITHDRAWAL OF PROSPOSAL

A submitted proposal may be withdrawn at any time prior to the scheduled due date by submitting a written request to WSA. A withdrawn proposal will not be considered for review or award and will become the property of WSA.

1.13 OPEN RECORDS

Proposals submitted in response to this RFP are subject to the Texas Public Information Act, Government Code, Chapter 552, and may be disclosed to the public upon request. No documents relating to this procurement will be presented or otherwise made available to any other person, agency, or organization until after the funding award. Any confidential, privileged, or proprietary information contained within a proposal must be clearly identified by the proposer in the proposal itself (each applicable page clearly marked). Such information will be kept confidential by WSA to the extent permitted by State law.

1.14 BIDDER'S CONFERENCE

All interested parties are encouraged to attend an on-site Bidder's Conference scheduled for Monday, March 27, 2017 at 2:00 p.m. CST at 100 N. Santa Rosa, Suite 100, San Antonio, TX 78207. If bidders cannot attend the on-site conference, they may attend via conference call at (210) 581-1056. The purpose of the Bidder's Conference is to provide clarification and interpretation of this RFP. Questions may be submitted in advance of the Bidder's Conference and will be responded to at the Bidder's Conference. Advance questions should be submitted in writing to Venessa Miller by e-mail at vmiller@wsalamo.org. No phone inquiries will be accepted. Advance questions must be received on or before Friday, March 24, 2017. No inquiries will be accepted after the Bidder's Conference.

All properly submitted advance questions as well as those asked at the Bidder's Conference will be compiled and responded to in a Q&A document. The Q&A document will be posted on the Board's website at www.workforcesolutionsalamo.org and will also be sent to all proposers that submitted the Letter of Intent to Bid. WSA reserves the right to determine the appropriateness of comments/questions that will be posted.

Note: All WSA staff, Board members, officers, or authorized representatives are precluded from entertaining or answering questions concerning this RFP or the procurement process outside the confines of the Bidder's Conference. Bidders are asked to respect this condition by not asking questions or making requests for assistance, except at the Bidder's Conference. Violations may result in the disqualification of the offending bidder.

1.15 TYPE OF CONTRACT

WSA intends to negotiate a cost reimbursement/performance-based contract as a result of this RFP, unless a different type of contract is determined by WSA to be more advantageous to WSA. Any contract resulting from this RFP will be contingent upon the availability of funds. The final contract will be subject to any changes in legislation, rules, or policies promulgated by the funding sources, including the U.S. Department of Health and Human Services and the Texas Workforce Commission. The general and administrative provisions contained in this RFP will be incorporated into the final contract.

1.16 CONTRACT PERIOD

Any contract resulting from this RFP will be for an initial period of one (1) year, beginning October 1, 2017 and ending September 30, 2018. WSA may, at its sole discretion, opt to extend the term of a contract for up to three (3) one year periods, based on the contractor's performance, compliance, and the availability of funds. In no event shall the total term of a contract exceed 48 months. **WSA reserves the right to terminate a contract at any time based on Contractor performance or non-compliance.**

1.17 FUNDING

Estimated funding for activities and services under this RFP is provided under the following:

1. Child Care and Development Fund (CCDF) & Choices Direct Care – **\$35,296,378** (includes 100% of federal match)
2. Child Protective Services (CPS) Direct Care - **\$7,301,790** (this amount is estimated and is provided by an indefinite quantity contract - no performance measure is associated with CPS child care)
3. Texas Rising Star (CCQ)- **\$155,000** - This is to fund all costs related to 2 Texas Rising Star Assessor staff.

Final funding is contingent upon and subject to change.

1.18 LOCAL MATCH

WSA is required to secure local public and private funds for the purpose of matching federal funds in order to maximize resources for child care needs in the community. **The Local Match for this RFP is estimated at \$3,665,255.** The selected Contractor will be required to assist in securing local match partners.

1.19 ADDITIONAL FUNDING

WSA reserves the right to negotiate the expansion of any contract to include other child care related funding sources or services during the contract period, even if not specifically mentioned within this RFP.

1.20 SUBCONTRACTING

Any subcontracting must be specified in the proposal narrative and approval must be granted by the WSA prior to the execution of any contract resulting from this RFP. All subcontracting is subject to applicable federal, state and local laws, rules, regulations and policies. If a bidder proposes to subcontract any of the services and activities to be provided, the bidder must indicate which services and activities will be subcontracted and the rationale behind using subcontractors instead of providing the services directly. The bidder must also describe how subcontractors were (or will be) procured and selected, their qualifications, as well as the basis for payments. Subcontractors are subject to the same requirements as the bidder under this RFP and resultant contract.

1.21 REASSIGNMENT

In the event a contractor fails to perform as required or expected, WSA reserves the right to terminate a contract early and assign the contract in whole or in part, to a similarly ranked proposal obtained through this procurement, subject to successful contract negotiations. WSA may also choose an alternative means of reassigning the contract based on its best interests. The contractor may not reassign any aspect of the contract.

1.22 EQUAL OPPORTUNITY/NONDISCRIMINATION

By submitting a response to this RFP and as a condition of the award of a contract resulting from this RFP, the respondent assures that it will not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States. In addition, the respondent assures that it will fully comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Title VI of the Civil Rights Act of 1964, as amended
- Section 504 of the Rehabilitation Act of 1973, as amended
- Americans with Disabilities Act of 1990, as amended
- The Age Discrimination Act of 1975, as amended
- Title IX of the Education Amendments of 1972, as amended

PART 2.0 – PROPOSAL REVIEW AND EVALUATION PROCESS

2.1 EVALUATION PROCESS

The evaluation process will consist of:

- A. An initial review of responsiveness and compliance with the technical specifications and other criteria specified in the RFP by WSA staff.

- B. All proposals that have met the submission criteria and are deemed “responsive” will then be evaluated and scored by a team of qualified evaluators selected by WSA. Proposals will be evaluated using the criteria specified below in Section 2.2.
- C. WSA staff will review the evaluation results and will rank proposals based on the average scores of the evaluation team. A summary of the evaluation results and rankings will be presented to a designated committee of the Board and/or the full Board, and will be used as a guide for discussion and determination of a recommendation for selection and award.
- D. The Board of Directors shall make the final decision regarding selection and award of a contract. All contract awards will be considered conditional pending a pre-award review and successful completion of contract negotiations.

Note: WSA reserves the right to request additional information from any proposer and/or to request select proposers to make an oral presentation of their proposal and participate in a question and answer session with a designated committee of the Board and/or the full Board. WSA reserves the right to depart from the proposal rankings and scoring if it deems such departure better serves the interests of the Board.

2.2 PROPOSAL EVALUATION CRITERIA

Proposals can receive up to a total of 190 points with 5 bonus points for any entity that is a certified HUB. **Proposals must achieve an overall minimum score of 133 points (70%) to be considered for the award of funds.** The review and evaluation of proposals shall be based upon the following criteria:

A. Organizational Capacity

40 points

Proposals will be evaluated to determine if the respondent has the organizational capacity, structure, and capability to effectively and efficiently manage and operate the CCS program. Evaluation will include organizational and management structure, staffing plan, staff qualifications, performance management, and continuous improvement efforts.

B. Demonstrated Performance

40 points

Proposals will be evaluated to determine if they have the requisite experience in managing/operating the CCS program and the likelihood of future success under a contract with WSA. Evaluation will include experience in providing services similar to those solicited in this RFP, performance outcomes/results, monitoring and/or evaluation reports.

C. Design and Approach

50 points

Proposals will be evaluated for the respondent’s service delivery design and overall approach to providing CCS services. Evaluation will include the design factors identified in this RFP, outreach and recruitment strategies, community partnerships/collaborations, innovations, and inclusion of all targeted/priority populations.

D. Financial Management

30 points

Proposals will be evaluated to determine if the respondent has the financial systems and capabilities to effectively manage program finances. Evaluation will include the respondent’s financial and administrative systems, financial condition, financial resources, cost allocation plan, audit, monitoring and/or legal issues, and overall financial capacity.

E. Budget/Cost Effectiveness

20 points

Proposed budgets will be evaluated for reasonableness of cost, clarity in identifying and explaining costs, minimization of operating costs, the overall competitiveness of costs compared to other proposals.

F. Transition Plan

10 points

Proposal will be evaluated on overall plan to ensure seamless transition of service delivery and the non-interruption of services to customers.

G. Historically Underutilized Business / Bonus

5 bonus

Proposals that document HUB status will be awarded five bonus points. HUBs must attach a copy of the notice of certification to be eligible for points awarded under this section.

TOTAL POSSIBLE POINTS

195 points

2.3 BEST AND FINAL OFFERS

WSA reserves the right to negotiate with and/or to request Best and Final Offers (BAFO) from any or all bidders as a part of the formal evaluation process. If WSA requests a formal, written BAFO, the bidder will be notified of the allotted time to respond to the request. If the bidder does not respond to WSA's request within the allotted time, WSA will consider the most recent offer to be the BAFO.

2.4 SELECTION AND AWARD ANNOUNCEMENT

Board of Directors, which will officially select and award a contract to the successful bidder/proposer at an open meeting of the Board. Once the Board of Directors officially awards the contract, all proposers will be notified in writing of the selection of the award within two (2) business days of the decision. Notification of selection/non-selection may be emailed, mailed, or faxed to proposers.

2.5 INQUIRY AND APPEAL PROCESS

WSA is the responsible authority for handling complaints or protests regarding the procurement and proposal selection process. This includes, but is not limited to, disputes, claims, protests of selection or non-selection for award, or other matters of a contractual or procurement nature. Matters concerning violation of laws shall be referred to such authority as may have proper jurisdiction.

WSA has established the following process for handling appeals of any procurement decisions:

Step 1- Request for Debriefing

A request for a debriefing may be submitted within 15 calendar days of the receipt of notification of the procurement decision by any unsuccessful bidder **not filing an appeal**. The purpose of the debriefing is to promote the exchange of information, explain the procurement process, including proposal evaluation process, and help unsuccessful bidders understand why they were not selected. Debriefings serve an important educational function for proposers, which hopefully will help them to improve the quality of any future proposals. WSA will acknowledge receipt of the request for debriefing in writing within 10 business days of receipt, along with the time, date and place of the scheduled debriefing. The debriefing shall be scheduled as soon as possible but no later than 30 calendar days from the receipt of the Request for Debriefing.

Debriefings may occur in person or verbally on the phone. Materials may be provided in the debriefing to include:

- A blank copy of the proposal scoring sheet used by the independent evaluators;
- Ranking provided to the Board of Directors; and
- A summary of proposal scores and evaluator comments.

Step 2 – Written Notice of Appeal

Proposers not selected by this procurement process may appeal the decision by submitting a written Notice of Appeal to WSA within 10 business days from date of the announcement of the Board's decision.

This written notice must clearly state that it is an appeal and identify (1) the solicitation decision being appealed; (2) the specific grounds of the appeal, including a description of any alleged acts or omissions by WSA that forms the basis for the appeal; (3) any written information the appealing party believes relevant to the grant award; (4) the basis for the appealing party interest in the grant award; and (5) the name, address, phone and fax number (if available) of the appealing party(ies).

The Notice of Appeal must be addressed to and as follows:

Alan D. Miller, Interim CEO
Workforce Solutions Alamo
100 N. Santa Rosa, Suite 120
San Antonio, Texas 78207
APPEAL - Dated Material Enclosed

Facsimile or email shall not be accepted at any stage of the appeals process. Written acknowledgement of receipt of the Notice of Appeal will be provided to the appealing party within three (3) business days of receipt of the Notice of Appeal. Such acknowledgement will include specific instructions for completing the appeals process and the date, time and place of the next step, the **Informal Hearing**.

The filing of an appeal within the specified time frame and in the manner required is a non-waivable requirement. There is no relief accorded to appellants for not filing within the published deadlines or following instructions.

Note: Scoring is not grounds for an appeal unless there are material violations of the procurement process.

Step 3 – Informal Hearing

An Informal Hearing will be held at the offices of WSA within 15 business days of the receipt of the Notice of Appeal. The CEO of WSA shall act as the Hearing Officer, and will meet with the appealing party to discuss their concerns and the specific grounds of the appeal. Materials provided in the

Informal Hearing will include:

- A blank copy of the evaluation instrument used by the independent evaluators;
- A spreadsheet of the scoring results and/or rankings provided to the Board; and
- The scoring results and/or ranking of the appellant's bid.

The Hearing Officer may recommend to the WSA Board of Directors any appropriate actions allowable under applicable rules and regulations and consistent with agency policies to resolve issues raised at the Informal Hearing. If the appealing party agrees, the appeal may be ended at this point.

Step 4 – Request for a Formal Hearing:

If the appealing party is not satisfied with the results of the Informal Hearing, they must inform the Hearing Officer, in writing, no later than three (3) business days from the date of the Informal Hearing of intent to proceed with the appeal. Request for Formal Appeal must state the specific grounds for the appeal and the remedy(ies) requested. Within 10 business days of the receipt of this written request, the Hearing Officer will respond, in writing, to inform the appealing party of the time, date and place of Step 5, the **Formal Hearing**.

Step 5 – Formal Hearing:

The Formal Hearing shall be conducted within 30 calendar days of the date of the Request for Formal Hearing, or sooner if possible. An independent Hearing Officer selected by WSA will conduct the Formal

Hearing of the appeal. The Hearing Officer will deal only with those issues identified in the Request for Formal Hearing. The Hearing Officer will consider the facts presented as the grounds for the appeal and remedies requested. The Hearing Officer may request additional information from WSA staff or the appealing party. After full review, the Hearing Officer will issue his/her decision not later than 15 business days after the Formal Hearing.

Should the Hearing Officer's determination result in a different outcome for the bidder, such recommendation shall be presented to the Board for consideration and possible action at its next scheduled meeting. The Board is **NOT** obligated to accept the Hearing Officer's determination and/or recommendations. The Board's decision shall be the final decision and end the appeals process at the local level.

If the Hearing Officer's determination does not result in a different outcome to the appellant, such information need not be presented to the Board and the appellant shall be informed in writing of the determination of the Hearing Officer. In such cases, the Hearing Officer's decision shall be the final decision and end the appeals process at the local level.

In all instances, information regarding a protest/dispute will be disclosed to TWC. TWC's Integrated Complaints, Hearings and Appeals process is outlined in 40 TAC §§823, et.seq., and the TWC's Financial Manual for Grants and Contracts provide for limited appeals of any local decisions. TWC will not accept a protest or appeal until all administrative remedies at the local level have been exhausted. Commission appeal review is limited to:

- Violations of federal law and regulations;
- Violations of the Board's protest/dispute procedures or failure to review a protest or dispute; and
- Violations of State or local laws shall be under the jurisdiction of State or local authorities.

PART 3.0 – SCOPE OF WORK

3.1 RESPONSIBILITIES OF THE CONTRACTOR

1. Client Services
2. Provider Services
3. Identification of Children Who May Need Inclusion Assistance
4. Assessment and Monitoring of Texas Rising Star (TRS) providers
5. Securing Local Match
6. Coordination of Services with Other Agencies
7. Internal Monitoring, Timely Data Entry, and Data Integrity
8. Automation, Phone System, and Paperless Document System Support to all CCS staff
9. Financial Management, Claims Processing, Overpayments & Inventory
10. Data Management, Ad-Hoc Queries, and Referral Fixes
11. Financial and Data Reporting
12. Appeals, Fraud Prevention, Detection and Reporting
13. Quality Customer Service
14. On-Going Staff Training and Development

3.2 CLIENT SERVICES

Determining and documenting initial and subsequent family eligibility including activity interruptions, status changes, documenting in TWIST Counselor Notes every interaction with parents, ordering Child Care Attendance Automation (CCAA) cards, and the provision of all client services including the addition and removal of children from the wait list by priorities and ensuring at least 19.0% of children enrolled reside in the rural counties, absence reports and letters, and timely data entry (within 5 business days).

Coordination with DFPS on referrals and terminations for CPS child care and the Career Center contractors for referrals and terminations for Choices, Applicant, Transitional, WIOA, and SNAP child care; referrals of parents to other workforce services offered in the Career Centers or other community programs.

3.3 PROVIDER SERVICES

Recruitment and entering into financial agreements with regulated and listed relative child care providers, collecting and automating provider reimbursement rates and holidays, collecting W-9s and issuing IRS Form 1099 for provider payments, documenting all interactions with providers in TWIST Comments, sending 2450s to providers, maintaining and disseminating written Provider Manuals, providing technical assistance and Service Improvement Agreements (SIA) as needed to providers regarding non-compliances, review and action as needed of providers on the Child and Adult Care Food Program (CACFP) National Disqualification List as well as providers on corrective or adverse action with DFPS.

3.4 CHILDREN WITH DISABILITIES

Identification and coordination with the Quality Improvement Activities (QIA) Contractor of children with disabilities for parents requesting inclusion assistance and the automation of the inclusion rate in TWIST.

3.5 ASSESSMENT/MONITORING OF TRS PROVIDERS

Contractor will complete the assessments and monitoring of Texas Rising Star (TRS) providers as per the Texas Rising Star Guidelines.

3.6 SECURING LOCAL MATCH

The selected Contractor will be required to assist in securing local match partners. Must work with donors and contributors on local match agreements, certification of local match, and meeting of deadlines for reporting.

3.7 COORDINATION OF SERVICES WITH OTHER ENTITIES

In an environment of limited funding and increased demand for services, it is critical to maximize resources including: securing local match partnerships, enhanced coordination with community service providers, increased collaborations with child care providers, and improved accountability of the CCS program.

The Contractor will be required to coordinate and collaborate with the WSA Career Center Contractors; DFPS including CPS and Child Care Licensing (CCL), the Texas Health and Human Services Commission (HHSC), local school district teen parent coordinators, Head Start and Early Head Start grantees, public pre-kindergarten and before-and after-school programs, and other community based/faith-based organizations.

3.8 INTERNAL MONITORING, TIMELY DATA ENTRY, DATA INTEGRITY

Development and adherence to an internal quality assurance system to include at a minimum reviews of client eligibility, regulated provider data and payments, relative providers, CCAA, Child Care Exception Reports from TWC and WSA, and submission of results to WSA on a timely basis.

Attainment of state and local performance measures and goals as noted in Current Expected Program Outcomes in Exhibit A.

Responsiveness to TWC and WSA requests for information on various exception reports, customer information, complaints, data integrity, or any other requested information within short timeframes (same day response).

Maintenance of written internal procedures for all operational aspects of the program and forms available to all Contractor and WSA staff and a process to ensure that they are updated as rules and policies change.

Requirements for quarterly reporting of internal monitoring (sample, scope, tool, etc.).

3.9 AUTOMATION, PHONE SYSTEM, PAPERLESS DOCUMENT SYSTEM

Work in a call center environment. Services must also be provided via fax, e-mail, and walk-in as required.

Use of the business workflow management system within Cabinet and its components, including TWIST Toolbar and SAFEWF, to provide documentation trails including screen shots, routing work throughout the business, electronic imaging of data from the e-fax server or MS Office e-mail, tracking of status of assigned work items, offers a dashboard that displays due dates and has reporting capabilities, also provides work item reassignment from case manager to case manager.

Ensure use of automation and technology systems including the following and any other additional systems not currently in use: TWIST, CCAA, Cabinet, TIERS, TWC Mainframe System, TWIST Toolbar, SAFEWF, CLI Engage, Cisco Finesse Call Center, Cisco Unified Intelligence Center and the archived data in Child Care Service Delivery (CCSD), WorkFlow, and WorkFlow 2 Viewer.

Open trouble tickets using the Help Desk Ticket System, manage faxes from the e-fax server.

WSA shall provide e-mail accounts for all Contractor staff, connectivity to The Workforce Information System of Texas (TWIST), Cabinet (Paperless Document Management system), Cisco Finesse Call Center, TWC Mainframe, Texas Integrated Eligibility Redesign System (TIERS), and Child Care Attendance Automation (CCAA) system.

3.10 FINANCIAL MANAGEMENT, CLAIMS PROCESSING, OVERPAYMENTS, INVENTORY

Providing enhanced reimbursement rates to TRS and preschool-age children at child care providers that are participating in the School Readiness Grant Project (also known as Texas School Ready).

Timely payments within 15 (fifteen) business days to providers using electronic funds transfer (except for Respondents proposing PEO model). Under exceptional circumstances payments by check may be made by the Contractor and must be documented in TWIST Comments for each provider for each occurrence. Claims must be processed prior to the TWC unit performance extract date each month. Timely correction of referral fixes, blanking of attendance as warranted, and sending out payment proofs to providers.

Manage eligibility characteristics and multiple funding streams, forecasting of units and expenditures to meet expenditure benchmarks with submission to WSA every other Friday.

Maintenance and tracking of all WSA property in the custody of the Contractor and designation of a Property Officer.

3.11 DATA MANAGEMENT, ADHOC QUERIES, REFERRAL FIXES

Records retention requirements and accessibility of records to monitors, auditors, TWC, HHS, and WSA and open records requests.

Establishing a system of accountability for parents for reporting attendance via CCAA and a system of accountability for providers to ensure they report non-payment of parent share of costs, no contact absences, and follow established attendance reporting and tracking procedures required by TWC, WSA, or the Contractor.

Ensuring confidentiality of personal identity data in hard copy (i.e. locked filed cabinets) until data is filed in Cabinet and the hard copy is destroyed or electronic files using encryption and annual staff testing on TWC security requirements.

Have the ability to provide program data by City Council and Bexar County Commissioners Districts to WSA on a quarterly basis, the Contractor's internal accounting and financial management systems.

Development of a written disaster and business recovery plan for all automation and system functions and business continuity.

Run Ad-Hoc queries using Infomaker and utilize advanced MS Office programs.

Complete referral fixes as necessary to correct data in TWIST resulting in improper payments.

3.12 FINANCIAL AND DATA REPORTING

Provide an accurate and auditable record of all financial transactions.

Report expenditures using a Monthly Cost Summary to the Board by the 10th calendar day of the month for the previous month and at least monthly invoices for operational costs with check registers and procurement documents as required in the Contractor procurement verification policy.

Preparing budgets with budgets narratives, closeout reports within 45 calendar days of the end of the contract period.

Ensure compliance with all TWC FMGC requirements including procurement and contracting.

3.13 APPEALS, FRAUD PREVENTION, DETECTION AND REPORTING

Handle parent and provider appeals to include the following: informal resolutions, providing testimony at WSA and TWC hearings, and maintaining a log of parent and provider complaints and their resolution.

Fact finding and reporting of suspected fraud or program abuse, determination of amounts owed to the program by parents and providers for fraud or general overpayments, tracking, managing and reporting improper payments, developing repayment schedules including statements and collections as well as reporting and remitting to WSA on a quarterly basis by contract, fiscal year, and type of overpayment.

3.14 ON-GOING STAFF TRAINING AND DEVELOPMENT

Establish a system of regular and on-going staff training and development of various State, WSA, and local rules, policies, procedures, systems and applications.

3.15 QUALITY CUSTOMER SERVICE

Ensuring that all staff interact with customers (parents, providers, general public, etc.) in a professional, respectful and courteous manner at all times. Maintain the CCS program, customer forms, quality child care

indicator listing updated monthly, and provider manuals and data on the Contractor's website; promote consumer education and notify parents and the public of quality child care indicators; design program services to minimize operational costs and improve program efficiency and quality customer service including dropped phone calls and average time a customer is on hold.

PART 4.0 - PROPOSAL PREPARATION AND SUBMISSION

4.1 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

Proposals must be typed, single spaced, 12-font, one sided only, one column, and submitted on 8 ½ x 11-inch white paper. **Fancy or bulky binding, colored displays and promotional material are discouraged.** Emphasis must be placed on addressing all the requirements of this RFP in a clear and concise manner.

NUMBER OF COPIES

One (1) complete original with original signatures and six (6) exact copies must be submitted as required. The original must be clearly marked "Original" and the Cover Sheet and certificates must contain original signatures. All documents submitted must be legible, complete and fully assembled. Any confidential or proprietary information should be clearly marked as such. Any proposal lacking the require number of exact copies may be deemed "unresponsive" and may not be considered for review or award. Copies may be submitted in a three-ring binder or clipped in the upper left-hand corner. Please do not staple. **In addition to the original and six (6) exact copies, we request each bidder include an electronic copy of the Narrative and Budgets on a USB flash drive. Please note that the available budgets are compiled using Microsoft Excel. Inability to provide electronic copy will no invalidate your bid but may hinder the Board's ability for speedy review.**

PROPOSAL LABELING AND SUBMISSION

Proposals must be addressed, externally labeled, and submitted in according to the instructions regarding the respond deadline in Part 2.0 of this RFP. **No faxed or emailed proposals will be accepted. Proposals and/or amendments will be deemed non-responsive and not considered for review or award if they are submitted after the RFP deadline.**

4.2 PROPOSAL VALIDITY PERIOD

Proposals submitted in response to this RFP shall remain valid for WSA's acceptance for a minimum of one hundred twenty (120) calendar days after the submittal deadline, to allow for evaluation, selection and Board action.

4.3 ORDER OF SUBMISSION

The proposal must be submitted with all required elements and assembled in the following order:

- Cover Sheet
- Table of Contents
- Executive Summary
- Proposal Narrative
- Budget Forms / Cost allocation plan
- Administrative Management Systems Survey
- Fiscal Management Survey
- Certification of Legal and Signatory Authority
- Certification Regarding Lobbying, Debarment, and Drug-Free Workplace
- Certification Regarding Texas Corporate Franchise Tax
- Certification Regarding Conflict of Interest

- Certification of State Assessment
- Certification of Non-Discrimination & Equal Opportunity
- Certification of Historically Under-utilized Business, if applicable
- Organizational Chart(s)
- Job Descriptions of Key Staff
- Key Staff resume(s)
- Organizational Board of Directors, owners, principals, officers
- Monitoring Reports for past three (3) years for similar services
- Indirect Cost Plan or Cognizant Agency Letter of Approval
- Financial Audits, including management letters, for the three (3) most recent years (to accompany the Original only)
- IRS Form 990 (501 C3 non-profit corporations only), for the three (3) most recent years (to accompany the original only)
- Annual Report to Shareholders (for-profit companies only)
- Subcontract Agreements, if applicable
- Joint Venture or Partnership Agreement, if applicable
- Any additional attachments not specifically requested in the RFP but which your organization desires to include with your proposal, including letters of support or collaboration.
- USB Flash drive of narrative and budget.

PROPOSAL COVER SHEET

All items on the Proposal Cover Sheet must be completed. Identify a liaison or primary contact person, as well as the Signatory Authority – a person with the legal authority to negotiate and sign a contract on behalf of the proposing organization. The same person should also sign all certifications.

TABLE OF CONTENTS

Proposals must include a Table of Contents that lists each item of the proposal, including attachments, with corresponding page numbers. Items must be in the order as specified in 4.2 below.

EXECUTIVE SUMMARY

A brief (3-5) page summary highlighting the proposer’s organizational history; qualifications and experience in managing Child Care Services; overall approach to delivering the services solicited in the RFP; and any unique or innovative aspects of your proposal. Also describe what extra benefit or value-add your organization would bring to WSA as a contractor – what is it that separates you from other proposers?

4.4 PROPOSAL NARRATIVE

The proposal should provide a complete description of the proposed plan for managing and operating the CCS program. Narrative responses for each item should be clear, concise and relevant. Please label each area in the same order as given below. Be sure to include all required attachments. If selected and approved for the award of a contract, this section will be used as the basis for the Statement of Work.

SECTION A - ORGANIZATIONAL CAPACITY

1. Provide a brief history of your organization, structure, type, primary source(s) of revenue, lines of business or the type(s) of services that your organization provides.
2. Provide a copy of your entity’s organizational chart, including where the CCS program will fit in.
3. Describe the compatibility of your organization’s mission and the CCS program.
4. If you are submitting a proposal as a partnership, consortium, or joint venture, identify the roles, responsibilities, and functions of each party; identify the lead entity; and attach a copy of the partnership, consortium or joint venture agreement.

5. If you are planning on subcontracting any services, identify which services will be Subcontracted and the rationale for using a subcontractor(s) as opposed to providing the service(s) yourself. Describe how subcontractors were or will be procured.
6. Describe your use of performance management strategies and tools and how you will use information and analytics to improve performance, service, and make decisions.
7. Describe how you will ensure the timeliness, accuracy, and integrity of data entry and reporting.
8. Describe how you will ensure the security and confidentiality of customer information.
9. Describe your approach/plans for continuous improvement of the CCS program and in providing quality customer service.
10. Describe your staffing plan for the CCS program. Include the number and types of positions to be funded under a contract resulting from this RFP. Include as an attachment the job descriptions (detailing minimum qualifications) for each position and resumes (if available) for all key management positions. In addition, attach an organizational chart for the CCS program clearly showing the lines of authority.

SECTION B - DEMONSTRATED PERFORMANCE

1. Describe your organization's experience in providing CCS services (the same or similar to those solicited in this RFP).
2. If you have provided any CCS services on a contractual basis for another entity (e.g., Workforce Board) funding the past three (3) years, provide the following information on each contract:
 - Name of contracting entity
 - Date(s) of contracts
 - Contact name, phone number, and e-mail address
 - Total amount of contract(s)
 - Type(s) of services provided
 - Number of individuals served
 - Performance outcomes/results
3. Describe your internal monitoring/quality assurance procedures.
4. Provide copies of your most recent internal and external monitoring reports. If there were any findings identified, discuss the current status of those findings and the corrective actions taken.
5. Has your organization been placed on any type of corrective action plan during the past two (2) years relating to matters of compliance, performance, and/or expenditure? If so, describe the circumstances and the current status of any such plan.
6. Provide a summary of all EEO related complaints, including the current status of each complaint or on any that are pending.
7. Describe your experience (if any) with The Workforce Information System of Texas (TWIST) and Cabinet.
8. Describe any relevant awards, recognitions, or noteworthy achievements your organization has received during the past two (2) years.
9. Provide any additional relevant information that substantiates or demonstrates your organization's experience and performance in providing CCS services.

SECTION C – DESIGN AND APPROACH

1. Customer Service, Intake and Eligibility Determination

- a. Describe your vision for successful customer services, including a complete description of all customer services functions, coordination with other departments, portable services, etc.

- b. Describe outreach strategies to potential customers to expand CCS in AWDA, particularly in the rural counties.
- c. Describe how you will coordinate outreach and recruitment efforts with school districts and other community partners.
- d. Describe how you will coordinate with our network of local career centers to assist customers in need of employment and or other workforce development services.
- e. Describe procedures for eligibility determination and redetermination, referral and enrollment.
- f. Identify how you will ensure that parents are educated and allowed to choose quality child care based on provider information.
- g. Describe methods for managing the child care waitlist and customer appeals.
- h. Describe the process and sources for benchmarking key customer service results and explain how the benchmarking process is integrated with CCS management and performance.

2. Provider Services

- a. Describe your vision of successful provider services, including a complete description of all provider services functions, coordination with other departments, portable services, etc.
- b. Describe new provider orientations for all child care provider types.
- c. Describe the process for assessing and verifying the collection of parent fees

3. Monitoring/Continuous Improvement

- a. Describe your vision of successful monitoring and continuous improvement, including a description of all functions, tools and assessments to be used to reach intended results, coordination with other departments and how many staff will be assigned to services in this RFP.
- b. Describe internal monitoring techniques and practices to ensure compliance with policies, rules and regulations and to ensure data integrity. Include a discussion on setting standards and how unsatisfactory results will be analyzed and addressed.
- c. Describe high-level oversight for all provider payments including recoupment of any improper payments and identification of fraud and abuse.
- d. Describe plans to continuously improve internal staff proficiency and skillfulness for better efficiency.
- e. Describe the plan to create a work environment that promotes quality customer service, high levels of performance and accountability.
- f. Describe continuous improvement techniques and practices that will be applied to achieve high levels of customer satisfaction for customers and providers.

SECTION E – FINANCIAL MANAGEMENT

- 1. Describe your organization’s financial and accounting system. Identify any accounting software your organization uses.
- 2. Describe your organization’s financial capability and knowledge of accounting for and managing CCS resources. Attach the job descriptions (detailing minimum qualifications) for each financial position and the resumes (if available) for all key financial management positions.
- 3. Describe your systems for managing expenditures against budgets; ensuring the accuracy, allowability and allocation of costs; and financial forecasting.
- 4. Provide your organization’s current source(s) of funding and the percent of the total each source represents.
- 5. Describe how your organization would pay back any disallowed costs (from non-federal funds) identified through monitoring or audit. Identify the source(s) of such funds.
- 6. Describe your procedures for encumbrances and expenditures (accrual accounting) inclusive of tracking obligations and vendor payment.

7. Describe in detail how expenditures, accruals and encumbrances will be tracked to ensure that expenditure levels will be met.
8. Describe payroll, leave, and travel policies, and how related documentation files are maintained.
9. Describe your plan for ensuring sufficient financial resources are on hand to cover up to four (4) weeks of expenses.
10. Describe your procurement procedures to ensure necessity and cost reasonableness is determined for all purchases.
11. Complete and attach the Administrative Management and Fiscal Management Surveys.
12. Provide copies of any internal and external financial monitoring reports for the past two (2) years. Identify any findings, including questioned/disallowed costs, and the current status or resolution of identified findings.
13. Provide copies of your organization's two (2) most recent/completed independent audit reports, including management letters. If management letters are not available, explain why not.
14. Describe any outstanding or potential liabilities (i.e. delinquent taxes, lawsuits, claims, etc.) and their current status.
15. If indirect costs are proposed, bidder must provide a copy of your approved indirect cost plan and/or cognizant agency letter approving an indirect cost rate.
16. Non-profit entities must submit a copy of their most recent IRS Form 990.
17. Provide any additional information that would support your organizations financial management capabilities and condition.

SECTION F – BUDGET/COST EFFECTIVENESS

1. Provide a copy of your indirect cost plan, if applicable.
2. Provide a copy of your cost allocation plan.

We will be evaluating your budget, including budget narrative, to ensure that all costs are adequately explained and how they are calculated. We will compare your proposed budget to those of other respondents. We will also be looking at how you intend to minimize operational costs.

SECTION F – TRANSITION PLAN

All proposals (except from the current CCS contractor) must include a transition plan as part of their proposal. Designate a person who will serve as the primary point of contact for the transition. Provide a brief description for each of the following elements:

1. Describe your activities from the date of notice of selection through the first 90 days of a contract.
2. Describe your plans for staffing and training, including any proposed probationary period, recruiting any additional staff or relocation of existing respondent's staff and negotiating salaries and benefits.
3. Describe how you will ensure a smooth transition of services to customers and providers from the previous contractor so as to ensure continuity of services.
4. Describe the process of transferring records from the previous contractor, including physical files from off-site storage and current recoupment payments being made for customers currently on a repayment schedule.
5. Include a proposed budget for costs that may be associated with the transition.
6. Other activities (be specific).

PART 5.0 - BUDGET

The proposed budget must support the proposal narrative and include only those costs related to the operation and management of CCS in the AWDA. All costs must be necessary, reasonable, allowable, and allocable under a federal or state award and meet the general allowability criteria established by the Office

of Management and Budget Circulars (OMB) and/or the FMGC, as applicable. Please refer to the FMBD for detailed information. If successful, the proposed budget will serve as a basis for contract negotiations.

5.1 Limitations

- Indirect Costs/Management Fees – limited to a maximum of eight percent (8%) of operational costs.
- Profit (for-profit entities only) – limited to a maximum of seven percent (7%) of the operational costs.

5.2 COST CATEGORY DEFINITIONS

PERSONNEL COSTS

Salaries (including FICA, worker's compensation and unemployment)

All salaries and wages for all regularly employed personnel, both full-time and part-time.

Fringe Benefits (Health insurance, life insurance, retirement, other fringe benefits)

All costs associated to fringe benefits to be provided to staff.

Staff Development & Conferences

Costs associated with staff development and conferences (to include but not limited to: registration fees for conferences, seminars, trainer costs, etc.)

Staff Travel

Costs associated with transportation, per diem, and lodging based on rates approved by the state. List in-state and out-of-state travel cost separately.

Local Mileage Reimbursement

Costs associated with local mileage. Local mileage reimbursement at a rate of \$0.535 per mile (Current effective rate).

Contracted Services

All costs associated with professional consulting services to be provided. Briefly explain reasons for each service along with cost information (hourly/daily rates and any other related costs).

NON-PERSONNEL COSTS

Office Supplies

Costs associated with all consumables office supplies and materials used by staff.

Printing

Costs associated with any outside printing/reproduction of materials.

Postage

Costs associated with postage, shipping and courier services.

Telecommunications

Costs associated with cell phones and data service used by staff.

Equipment Rental

Costs of any expected leased or rented equipment.

Insurance

All types of insurance coverage and cost.

Dues/Memberships/Subscriptions

Costs associated with memberships fees, subscriptions, and dues.

Audit/Accounting Services

Costs related to contractual accounting and/or audit services.

Advertising/Publicity

Costs associated with advertising for job vacancies, legal or public notices. Also, list any costs associated with customer outreach and marketing activities.

Furniture & Equip Under \$500

All costs of equipment, furniture used by program staff and/or customers with a unit cost under \$500

Furniture and Equip Over \$500

All costs of equipment, furniture used by program staff and/or customers with a unit cost over \$500

INDIRECT COSTS – indirect costs are allowable only if the bidder is an entity with an approved indirect cost plan/rate. If indirect costs are requested, a copy of your approved indirect cost plan and/or cognizant agency letter approving the indirect cost rate is required. Bidder may not charge both indirect and management fee. Indirect costs are limited to a maximum of eight percent (8%) of operation costs, excluding direct client services, regardless of the organization’s approved rate.

MANAGEMENT FEE – allowable cost only if the bidder cannot itemize costs and is proposing a management fee. Bidder may not charge both Indirect and management fee. Management fee is limited to a maximum of eight percent (8%) of operation costs, excluding costs associated with direct client services.

PROFIT – an allowable line-item only if the bidder is a for-profit entity. Profit is subject to negotiation. Profit is limited to a maximum of seven percent (7%) of total operation costs (excludes costs associated with indirect costs/management fees and direct client services).

TEXAS RISING STAR

PERSONNEL COSTS

Salaries (including FICA, worker’s compensation and unemployment)

All salaries and wages for all regularly employed personnel, both full-time and part-time.

Fringe Benefits (Health insurance, life insurance, retirement, other fringe benefits)

All costs associated to fringe benefits to be provided to staff.

NON-PERSONNEL COSTS

Promotion

All costs associated with the promotion of Texas Rising Star program

Postage

All costs associated with postage, shipping and courier services.

Printing

All costs associated with any outside printing/reproduction of materials.

Office Supplies

All costs associated with all consumables office supplies and materials used by staff.

5.3 BUDGET FORMS (ATTACHED SEPARATELY)

- Budget Form A - Line Item Budget
- Budget Form B - Salary Schedule
- Budget Form C - Budget Narrative

5.4 Budget Instructions

- Budget Form A – Line Item Budget – Prepare a line-item budget to present your best estimates of the costs to operate and manage the CCS program. Please see explanation of line items in Section 5.2.
- Budget Form B – Salary Schedule – List all positions to be funded in whole or in part by CCS funds. This document provides back up for Salaries under Personnel Costs in the Line Item Budget.
- Budget Form C – Budget Narrative – Prepare a budget narrative to explain the purpose of each line item in the proposed Line Item Budget. For each item, explain the purpose of the expense and provide a breakdown showing the exact amount of each cost item and how it was calculated.

PART 6.0 – EXHIBITS AND ATTACHMENTS

Exhibit A – Current Program Information

Attachment A – Letter of Intent to Bid

Attachment B – Proposal Cover Sheet

Attachment C – Administrative Management Systems Survey

Attachment D – Fiscal Management Survey

Attachment E – Certification of Legal & Signatory Authority

Attachment F – Certification Regarding Lobbying, Debarment, Suspension, and Other Responsibility Matters and Drug-Free Workplace Requirements

Attachment G – Certification Regarding Texas Corporate Franchise Tax

Attachment H – Certification Regarding Conflict of Interest

Attachment I – State Assessment Certification

Attachment J – Nondiscrimination & Equal Opportunity Access Programs

Attachment K – Certificate of Compliance with Texas Family Code 231.006 Regarding Payment of Child Support