

**Request for Proposals**

**Management and Operation**

**of Child Care Services**

**Issued Date:** March 19, 2024, 10:00 a.m., CST

**Notice of Intent to Bid:** April 4, 2024, 1:00 p.m., CST

**Bidder’s Conference:** April 18, 2024, 1:00 p.m., CST

**Response Deadline:** May 9, 2024, 1:00 p.m., CST

**Issued By**

Workforce Solutions Capital Area Workforce Board

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Austin, Texas 78753

[www.wfscapitalarea.com](http://www.wfscapitalarea.com)

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Table of Contents

[INTRODUCTION AND BACKGROUND 5](#_Toc161731799)

[PART 1 – GENERAL INFORMATION 6](#_Toc161731800)

[1.1 Purpose of Request for Proposals (RFP) 6](#_Toc161731801)

[1.2 Procurement Standards 6](#_Toc161731802)

[1.3 Applicable Contract Authorities 7](#_Toc161731803)

[1.4 RFP Schedule 7](#_Toc161731804)

[1.5 Issuance and Availability of RFP 8](#_Toc161731805)

[1.6 Letter of Intent to Bid 8](#_Toc161731806)

[1.7 Response Deadline 8](#_Toc161731807)

[1.8 Withdrawal of Proposals 9](#_Toc161731808)

[1.9 Open Records 9](#_Toc161731809)

[1.10 Bidder’s Conference 9](#_Toc161731810)

[1.11 Type of Contract 10](#_Toc161731811)

[1.12 Contract Period 10](#_Toc161731812)

[1.13 Additional Funding 10](#_Toc161731813)

[1.14 Reassignment 10](#_Toc161731814)

[1.15 Funding Estimates 10](#_Toc161731815)

[1.16 Eligible Proposers 10](#_Toc161731816)

[1.17 Governing Provisions and Limitations 12](#_Toc161731817)

[1.18 Administrative Requirements and Other Limitations 14](#_Toc161731818)

[1.19 Equal Opportunity/Nondiscrimination 17](#_Toc161731819)

[1.20 Definition of Key Terms and Definitions 18](#_Toc161731820)

[PART 2 – PROPOSAL REVIEW AND SELECTION PROCESS 18](#_Toc161731821)

[2.1 Evaluation Process 18](#_Toc161731822)

[2.2 Proposal Evaluation Criteria 19](#_Toc161731823)

[2.3 Inquiry and Appeal Process 20](#_Toc161731824)

[PART 3 – SCOPE OF WORK 20](#_Toc161731825)

[3.1 Program Overview 20](#_Toc161731826)

[3.2 Functions and Responsibilities of the Contractor 21](#_Toc161731827)

[3.3 Scope of Current Operations 23](#_Toc161731828)

[PART 4 – PROPOSAL PREPARATION AND SUBMISSION 28](#_Toc161731829)

[4.1 General Instructions for Submitting a Proposal 28](#_Toc161731830)

[4.2 Sequence of Submission 28](#_Toc161731831)

[4.3 Proposal Cover Sheet 29](#_Toc161731832)

[4.4 Table of Contents 30](#_Toc161731833)

[4.5 Executive Summary 30](#_Toc161731834)

[4.6 Proposal Narrative (4.7 thru 4.9) 30](#_Toc161731835)

[4.7 Capacity and Capability 30](#_Toc161731836)

[4.8 Demonstrated Experience and Performance 33](#_Toc161731837)

[4.9 Operational Plan 34](#_Toc161731838)

[4.10 Security Management and Texas Cybersecurity Framework 37](#_Toc161731839)

[PART 5 – BUDGET 38](#_Toc161731840)

[5.1 Limitations 38](#_Toc161731841)

[5.2 Cost Category Definitions 38](#_Toc161731842)

[5.3 Budget Forms (Attached Separately) 38](#_Toc161731843)

[5.4 Instructions for Completing Budget Forms - The proposed budget should represent a ONE-YEAR projection of expenses. 38](#_Toc161731844)

[PART 6 – EXHIBITS AND ATTACHMENTS 42](#_Toc161731845)

[EXHIBIT 1 – Funding Estimates (10/1/24 – 9/30/25) 42](#_Toc161731846)

[EXHIBIT 2 – Terms and Definitions 42](#_Toc161731847)

[EXHIBIT 3 – Proposer Inquiry and Appeal Process 47](#_Toc161731848)

[EXHIBIT 4 – Child Care Provider Information (As Of 1/31/24) 51](#_Toc161731849)

[EXHIBIT 5 – Current Contractor Staffing Levels 51](#_Toc161731850)

[ATTACHMENT A – Letter of Intent to Bid 52](#_Toc161731851)

[ATTACHMENT B – Proposal Cover Sheet 53](#_Toc161731852)

[ATTACHMENT C – Administrative Management Systems Survey 54](#_Toc161731853)

[ATTACHMENT D – Fiscal Management Survey 57](#_Toc161731854)

[ATTACHMENT E – Business References 63](#_Toc161731855)

[ATTACHMENT F – Certification of Bidder 64](#_Toc161731856)

[ATTACHMENT G – Certification Regarding Debarment 65](#_Toc161731857)

[ATTACHMENT H – Certification Regarding Drug-Free Workplace 66](#_Toc161731858)

[ATTACHMENT I – Certification Regarding Lobbying 68](#_Toc161731859)

[ATTACHMENT J – Certification Regarding Conflict of Interest 69](#_Toc161731860)

[ATTACHMENT K – Texas Corporate Franchise Tax Certification 70](#_Toc161731861)

[ATTACHMENT L– Certificate of Compliance with Texas Family Code 231.006 Regarding Payment of Child Support 71](#_Toc161731862)

[ATTACHMENT M - STATE ASSESSMENT CERTIFICATION 72](#_Toc161731863)

[ATTACHMENT N – SAFEGUARDS FOR TWC INFORMATION 73](#_Toc161731864)

[ATTACHMENT O – BOARD GUIDELINES FOR SECURITY 80](#_Toc161731865)

[Section 1. Identify 80](#_Toc161731866)

[Section 2. Protect 83](#_Toc161731867)

[Section 3. Detect 90](#_Toc161731868)

[Section 4. Respond 91](#_Toc161731869)

[Section 5. Recover 92](#_Toc161731870)

[ATTACHMENT P – TCF DOCUMENTATION REQUIREMENTS 93](#_Toc161731871)

[ATTACHMENT Q – CYBER SECURITY REQUIREMENTS ACKNOWLEDGEMENT 101](#_Toc161731872)

# INTRODUCTION AND BACKGROUND

The Workforce Solutions Capital Area Workforce Board (hereinafter referred to interchangeably as either “Board”, “Workforce Solutions”, or “WFSCA”) serves as the leadership and governing body for the Capital Area (City of Austin/Travis County, Texas) workforce development system. The Board is a non-profit corporation organized in the State of Texas and operates as a 501(c)(3) tax-exempt organization. The Board was established in accordance with the requirements of the federal Workforce Investment Act of 1998 (WIA) and the Texas Economic Development and Competitiveness Act. Members of the Board of Directors are appointed by the Chief Elected Officials (CEOs) of the local workforce development area. The Board of Directors represents a public/private partnership consisting of volunteer representatives from business, education, labor, community-based organizations, and government agencies. Workforce Solutions serves as the designated grant recipient and administrative entity for federal and state workforce development funds allocated to the Capital Area.

The Board also serves as the designated grant recipient and administrative entity for non-federal funds allocated to the Austin/Travis County service area.

**Our Mission**

The mission of the Workforce Solutions Capital Area Workforce Board is to lead the regional workforce system in the development of a world-class workforce.

**Our Vision**

All people (our human capital) are productive, and the region is prosperous.

**Our Values**

The Board embraces the values of diversity, leadership, collaboration, innovation, and accountability and results.

The Board views Child Care Services as an important component of the workforce system. It enables parents to work, attend school, or participate in job training. The Board is also supportive of early childhood development initiatives that prepare children so that they are ready to learn when they enter school.

**Guiding Principles**

* Our mission and goals can only be achieved through strong strategic alliances and partnerships.
* We believe that everyone should be treated with dignity and respect.
* We expect the highest standards of excellence, integrity and ethics in all aspects of our business.
* We embrace diversity as an essential component of doing business.
* We demand accountability and results.
* We operate with transparency.

**Basic Operating Standards and Expectations for** **Child Care Services**

The Board expects the Contractor to manage and operate the Child Care Services (CCS) program in a manner that is consistent with the following standards and expectations:

* Support, emulate and contribute to the achievement of the Board’s mission, vision, values, and goals.
* Comply with applicable laws, rules, regulations, directives, policies, plans, and contract terms.
* Implement a customer-driven system for accessing services.
* Implement timely and efficient eligibility determination and referral processes.
* Provide reasonable accommodation and accessibility services to individuals with disabilities.
* Provide appropriate language accommodation for individuals with limited English proficiency.
* Perform with the highest level of professionalism, integrity and business ethics.
* Provide quality customer service.
* Work to continuously improve the quality of services and the efficiency and effectiveness of program operations.
* Operate with transparency.
* Not accept the “minimum” – always strive to do more – exceed expectations.
* Maintain regular and open communications with Board staff and other contractors and partners of the Board.
* Coordinate and collaborate with other community partners to enhance and expand services and leverage resources.
* Maximize all available resources.
* Support and promote quality child care and early childhood development.
* Fiscal management and claims processing.
* Monitoring and self-evaluation.
* Data management, including the use of automated data systems, records maintenance, ensuring data accuracy and integrity, fraud detection and recoupment.

Reporting to Board and TWC on outcomes and performance

# PART 1 – GENERAL INFORMATION

### 1.1 Purpose of Request for Proposals (RFP)

Workforce Solutions is seeking proposals from qualified organizations to manage and operate its Child Care Services (CCS) program, which includes linking qualified child care providers with direct child care services in coordination with eligible families and their children. CCS services also include oversight and evaluation of quality initiatives (i.e. early childhood development activities) throughout the City of Austin and Travis County, in a manner that will enhance performance and provide quality customer service.

**Note: Throughout this document, the words bidder, proposer and respondent are used interchangeably.**

### 1.2 Procurement Standards

This Request for Proposals (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, as described in the Texas Workforce Commission’s (TWC) Financial Manual for Grants and Contracts (FMGC).

### 1.3 Applicable Contract Authorities

1. Child Care and Development Block Grant Act of 1990, 42 U.S.C. §§9858 et seq.;
2. Social Security Act, 42 U.S.C. §§603-619, as amended;
3. Personal Responsibility and Work Opportunity Reconciliation Act of 1966, 42 U.S.C. §§601 et. seq.;
4. Balanced Budget Act of 1997, Public Law 105-33;
5. 45 C.F.R. §98 and §99 Child Care Development Fund Rule;
6. Consolidated Appropriations Act of 2005, Public Law 108-447;
7. Approved State Plan for CCDF;
8. Texas Human Resources Code, Chapters 31, 34 and 44;
9. Texas Labor Code, Chapter 302;
10. 40 Texas Administrative Code (TAC), Chapters 800, 801, 802, 809, and 811;
11. Approved Local Child Care Plan
12. Rules, policies and other directives of the Texas Workforce Commission (TWC) and the Board.

Proposers are expected and presumed to be knowledgeable of all applicable laws, rules, regulation, directives, policies, and plans. Many of the above items can be found on-line at [www.twc.state.tx.us](http://www.twc.state.tx.us), [www.hhs.gov](http://www.hhs.gov), or [www.wfscapitalarea.com](http://www.wfscapitalarea.com).

### 1.4 RFP Schedule

The following schedule is subject to change at the discretion of the Board. Proposers should regularly check the Board’s website ([www.wfscapitalarea.com](http://www.wfscapitalarea.com)) for posted updates. All parties that submit a Letter of Intent to Bid will be notified of any and all changes. All times shown are Central Standard Time (CST).

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| **Activity** | **Date** |
| Issuance of RFP | March 19, 2024, 10:00 a.m., CST |
| Letter of Intent to Bid Due | April 4, 2024, 1:00 p.m., CST |
| Deadline for Submitting Bidder’s Questions | April 11, 2024, 1:00 p.m., CST |
| Bidder’s Conference | April 18, 2024, 1:00 p.m., CST |
| Q & A Document Released | April 25, 2024, 1:00 p.m., CST |
| Proposal Deadline | May 9, 2024, 1:00 p.m., CST |
| Evaluation Results & Recommendations to Committee | May 30, 2024 |
| Board Action on Selection/Award | June 27, 2024 |
| Contract Start Date | October 1, 2024 |

### 1.5 Issuance and Availability of RFP

This RFP is issued on **March 19, 2024, at 10:00 a.m., CST**, by the Workforce Solutions Capital Area Workforce Board, under the direction of Tamara Atkinson, Chief Executive Officer, 9001 N, IH-35, Suite 110E, Austin, Texas 78753. Copies of the RFP are available at this location during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), except for holidays. The RFP may also be obtained electronically by downloading it from <https://www.txsmartbuy.com/esbd> or [www.wfscapitalarea.com](http://www.wfscapitalarea.com).

### 1.6 Letter of Intent to Bid

A **Letter of Intent to Bid** (Attachment A) is required for all bidder’s planning to submit a proposal. The **Letter of Intent to Bid** must be submitted and received by Workforce Solutions no later than 1:00 p.m., CST, April 4, 2024. Submissions will ONLY be accepted from proposers who submit the required Letter of Intent to Bid by the required submission date. Submitting a **Letter of Intent to Bid** does not commit the respondent to submitting a proposal.

The **Letter of Intent to Bid** **must be emailed to:**  [wfs.procurements@wfscapitalarea.com](mailto:wfs.procurements@wfscapitalarea.com)

### 1.7 Response Deadline

Proposals must be submitted electronically to Workforce Solutions Capital Area **no later than 1:00 p.m., CST on Thursday, May 9, 2024**. Official receipt of proposals will be recorded on a log of proposals received. All Proposers who submit a proposal received on or before the deadline will be sent an e-mail confirming Board receipt.

**Proposals submitted by mail, courier, fax and or hand delivered will not be accepted. Proposals must be emailed to:** [**wfs.procurements@wfscapitalarea.com**](mailto:wfs.procurements@wfscapitalarea.com)**.**

The timely delivery of proposals is the sole responsibility of the proposer. Disputes concerning late or non-delivered proposals cannot be appealed.

Any modification or amendments to a proposal (i.e., one already submitted prior to the deadline) must also comply with the above requirements and the response deadline. **Any proposals or amendments delivered/received after the specified deadline and time will not be considered and will be deemed late and non–responsive to the RFP – no exceptions.** Late proposals and/or amendments will be returned without review.

The proposer is responsible for ensuring that the electronic submission contains all required elements as specified in the RFP. Incomplete submissions may result in the proposal being deemed as non-responsive and ineligible for consideration.

### 1.8 Withdrawal of Proposals

Proposals may be withdrawn upon written request if made before the response deadline. Once the response deadline is passed, all proposals will become the property of Workforce Solutions and will not be returned.

### 1.9 Open Records

Proposals are 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. Therefore, 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 Workforce Solutions to the extent permitted by State law. The Board may seek to protect from disclosure all information submitted in response to this RFP until a final agreement is executed. Upon execution of a final agreement, the Board will consider all information, documentation, and other materials requested to be submitted in response to this RFP to be of a non-confidential and non-propriety nature; therefore, subject to public disclosure under Chapter 552.001. Proposer will be advised of a request for public information that applies to their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information that may be protected from release are noted in Sections 552.101, 552.110, 552.113 and 552.131 of the Government Code.

### 1.10 Bidder’s Conference

**Only bidders who have submitted the Letter of Intent to Bid (Attachment A) will receive a Zoom link; and may participate in the Bidder’s Conference on April 18, 2024, 1:00 p.m., CST, virtually.** It is requested that potential bidder’s provide questions to the Board in advance of the bidder’s conference. To provide sufficient responses, we request that questions be submitted **via email to** [wfs.procurement@wfscapitalarea.com](mailto:wfs.procurement@wfscapitalarea.com) **by 1:00 p.m., CST, on April 11, 2024.** Questions may be posed during the Bidder’s Conference, but complete answers may not be available until a question/answer document is released following the conference.

A formal question/answers document will be posted at [www.wfscapitalarea.com](http://www.wfscapitalarea.com) repeating all questions and answers from the Bidder’s Conference no later than **April 25, 2024, at 1:00 p.m., CST.**

The Bidder’s Conference and resulting Questions/Answers document will be the only opportunities for potential bidders to obtain guidance on the scope and nature of the work required in this RFP or to ask technical questions concerning this solicitation.

Other than as described above, Workforce Solutions board members, officers, staff, and authorized representatives or agents of Workforce Solutions are precluded from answering questions concerning this RFP or the procurement process. Contact with board members or staff regarding this RFP (except as noted above) from the date that this RFP is released until a contract is awarded is strictly prohibited. **Violations of this prohibition will result in the automatic disqualification of the offending bidder.**

### 1.11 Type of Contract

WFSCA intends to negotiate a cost-reimbursement contract as a result of this RFP, unless a different type of contract is determined by the Board to be more advantageous. Any contract resulting from this RFP shall be contingent upon the receipt of sufficient funding from the Texas Workforce Commission (TWC) and other sources. Negotiated contract amounts will depend on funding received and available. The final contract will be subject to any changes in legislation, regulations, rules, or policies promulgated by the funding sources, including the U.S. Department of Health and Human Services, the U.S. Department of Labor, the Texas Workforce Commission, the City of Austin, and Travis County. General and administrative provisions contained in this RFP will be incorporated into the resulting contract.

Workforce Solutions reserves the right to vary or change the terms of any contract resulting from this RFP, including funding levels, scope of work, performance measures, adding other child care related programs or services, and funding sources, and shortening or extending the contract period, as it deems necessary and in the best interests of Workforce Solutions.

### 1.12 Contract Period

It is the intent of WFSCA to execute a contract for the management and operation of CCS for an initial period of one (1) year, beginning on October 1, 2024, and ending on September 30, 2025. WFSCA may, at its sole discretion, opt to extend the term of the contract for up to four (4) additional one-year periods based upon an annual review of the contractor’s performance, compliance, and the availability of funds. In no event shall the contract term exceed five (5) years. The Board reserves the right to terminate a contract at any time based on contractor performance or noncompliance.

### 1.13 Additional Funding

WFSCA works closely with local public and private entities to expand child care funding opportunities and reserves the right to expand the contract to include other child care funding sources or services during the contract period.

### 1.14 Reassignment

In the event a contractor fails to perform as required or expected, WFSCA reserves the right to terminate the 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. WFSCA may also choose alternative means of reassigning a contract based on its best interests.

### 1.15 Funding Estimates

Funding estimates are provided in Exhibit 1.

### 1.16 Eligible Proposers

Eligible providers include those who can demonstrate experience and expertise of similar scope as this RFP, such as community-based organizations that provide training, and pre-apprenticeships that provide case management and job placement assistance services. All training providers must be approved or have a letter of exemption from the Texas Workforce Commission’s Career Schools Division.

Private and public, for-profit and non-profit, community-based organizations, faith-based organizations and other entities allowed by law that possess the technical competency, experience, capability and capacity are eligible to respond to this RFP. Minority, disadvantaged and women-owned businesses are specifically encouraged to respond to this RFP.

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

Proposers may be a joint venture (partnership or consortium). Where two or more entities submit a joint proposal, a lead agency which will serve as the prime contractor and fiscal agent for contracting, financial management, and assumption of overall liability must be identified. 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 response to this RFP. Workforce Solutions reserves the right to have such arrangements reviewed by legal counsel. Proposals may be disqualified if such agreement does not pass legal review or is not considered to be legally binding between the parties.

*Subcontracting* – while not preferred is permissible. 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 which services are to be subcontracted and the rationale behind using a subcontractor rather than providing the services itself. The bidder must also describe the basis for payments to the subcontractor. Subcontractors are subject to the same requirements as the bidder under the RFP and any resulting contract. Subcontracting does not relieve the contractor of any responsibilities or liabilities under a contract. Workforce Solutions must approve all subcontracts prior to the execution of a contract with the selected bidder. No more than twenty (20) percent of the funds for services and activities under this RFP and resulting contract may be subcontracted.

Proposers must be knowledgeable of all applicable laws, rules, regulations, directives, and policies relating to the CCS program. The selected contractor will be required to assume full responsibility, including all risks and hazards, for all services and activities incorporated within a resulting contract.

*Competency* – proposers/contractors must have the technical competency, knowledge and expertise in relevant management and administration, the professional staff, and the administrative and fiscal management systems to accomplish the scope of work as contained in this RFP, and must meet high standards of public service and fiduciary responsibility.

*Responsible Proposer/Contractor* – proposer/contractor must guarantee 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 them 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. If the Board determines, at its sole discretion, that the bidder is not responsible or that it does not possess the administrative, financial, or technical resources necessary to successfully perform under the terms and conditions of a contract, no contract will be awarded or if determined to be not responsible after a contract award, it shall terminate the contract.

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

### 1.17 Governing Provisions and Limitations

1. Proposal, if accepted, will become the basis for the contract scope of work.
2. The only purpose of the RFP is to ensure uniform standards and information in the solicitation of proposals for the management and operation of Child Care Services in the Capital Area. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit Workforce Solutions to pay for any costs incurred in the preparation of a proposal or any other costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by Workforce Solutions.
3. Workforce Solutions reserves the right to accept or reject any or all proposals received, to cancel and/or reissue this RFP in part or its entirety.
4. 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 with the lowest priced/cost offer, but rather to a respondent submitting the most responsive proposal that satisfies the Board’s requirements and is determined to be in the Board’s best interests.
5. Workforce Solutions reserves the right to award a contract for any services solicited in this RFP in any quantity it determines to be in its best interests.
6. Workforce Solutions reserves the right to extend, shorten, increase or decrease any contract awarded as a result of this RFP.
7. Workforce Solutions reserves the right to waive any defect in the procurement or to correct any error(s) and/or make changes to this solicitation as it deems necessary. Workforce Solutions will notify all bidders that have submitted a Letter of Intent to Bid.
8. Workforce Solutions reserves the right to request additional information, clarification or explanation of any aspect of a proposal submitted in response to this RFP.
9. Workforce Solutions reserves the right to negotiate the final terms of all contracts or agreements with selected proposers. Any contract terms negotiated due to this RFP may be renegotiated and/or amended to meet the needs of Workforce Solutions.
10. Workforce Solutions reserves the right to contact any individuals, agency, employer, or grantee listed in a proposal, or to contact others who may have experience or knowledge of the proposer’s relevant performance and/or qualifications; and to request additional information from all respondents to this RFP.
11. Workforce Solutions reserves the right to conduct reviews of records, systems, procedures, including credit and background checks, etc. of any entity selected for contract award. This may occur prior to, or after the award or execution of a contract. Any misrepresentation of the bidder’s ability to perform as stated in the proposal may result in the disqualification of the proposer or the cancellation of any contract awarded as a result of this RFP.
12. The proposer selected for contract award must meet the requirements of Workforce Solutions’ key control certification system to ensure the entity’s financial integrity before the contract is executed. Workforce Solutions or its designee will conduct a pre-award review of the selected proposer prior to the execution of a final contract.
13. Workforce Solutions reserves the right to withdraw or reduce the amount of any award or to cancel any contract resulting from this procurement if adequate funding is not available or due to legislative changes.
14. Workforce Solutions reserves the right to impose additional requirements and refinements to the terms and conditions, scope of work, performance measures, and funding amounts or sources during any contract resulting from this RFP.
15. Respondents shall not engage in any activity which would restrict or eliminate competition under this procurement. Violation of this provision may cause a bidder to be disqualified. This does not preclude joint ventures, partnerships, collaborations, or subcontracts.
16. Respondents shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any board member, officer, employee, proposal evaluator, authorized agent of the Board, or elected official for the purpose of having an influencing effect on this procurement.
17. Respondents shall not attempt in any manner to advocate for, lobby, or otherwise attempt to influence any board member, officer, employee, proposal evaluator, authorized agent of the Board, or elected official for purposes of having an influencing effect on this procurement.
18. No Board member, officer, employee, or authorized agent of Workforce Solutions shall participate in the selection, award, or administration of a contract supported by Board funds if a conflict of interest, real or apparent, is involved.
19. All proposals 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 and proper citation, is prohibited. Failure to adhere to this requirement may cause the proposal to be disqualified. All proposals and accompanying attachments will become the property of Workforce Solutions after submission and will not be returned.
20. 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 pleas or error or mistake shall be available to a successful bidder as a basis for release from proposed services. Any damages incurred by Workforce Solutions as a result of a successful proposer’s failure to contract may be recovered from the proposing entity.
21. A contract with the selected proposer may be withheld, at the sole discretion of the Board, if issue 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 the Board.
22. Workforce Solutions reserves the right to deem as non-responsive or to disqualify any proposal that, in its sole discretion, does not comply with or conform to the terms, conditions, specifications, and/or requirements contained in this RFP.
23. Contractor must ensure that the Child Care Services program is adequately always staffed during the duration of the contract to provide all services specified in this RFP.
24. Contractor must ensure that Child Care Services are available to the public, at a minimum, of Monday through Friday, from 8:00 a.m. to 5:00 p.m., except for authorized holidays or other authorized closures, and at such other times Workforce Solutions may deem necessary to meet the need for services.

### 1.18 Administrative Requirements and Other Limitations

1. Workforce Solutions will provide any training and/or technical assistance needed by the selected contractor in regard to Board policies, documents, procedures, etc. that are specific to Workforce Solutions.
2. Contractor employees are subject to the exclusive control and supervision of the contractor. The Contractor is solely responsible for personnel matters including hiring, discipline, termination, supervision, criminal background checks, training, evaluation, etc. for 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 for all insurances specified in this RFP and provide Workforce Solutions with proper certificates or policies prior to commencing work under a contract resulting from this RFP. Workforce Solutions and its Board of Directors must be listed as an additional insured 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 of coverage during the term of the contract must be immediately communicated to the Board. The following insurances/bonding are required at this time and may be changed depending on the requirements of the Board’s grantors:
4. *General Liability* – contractor must carry general liability insurance coverage sufficient to cover any liability that may arise from the performance of a contract resulting from this RFP. General liability insurance must cover bodily injury and property damage to a third party and personal injury: $2,000,000 each occurrence with an additional $3,000.000 in umbrella coverage is required at a minimum. A reasonable deductible is allowed but may not exceed $5,000. Contractor must be able to cover the cost of any deductible.
5. *Directors and Officers* - contractor must maintain Directors and Officers insurance ($250,000 minimum coverage).
6. *Errors and Omissions* – contractor must, at its own expense, must carry “errors and omissions” insurance or the equivalent.
7. *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 $100,000 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.
8. *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 or leased by the Board against theft, fire, flood, and other hazards.
9. *Workers’ Compensation* – contractor must ensure that all employees are covered by worker’s 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 resulting from this RFP. If the contractor is a State agency and is self-insured, then the contractor must be able to pay any obligation that it incurs under terms of a contract, including any liability that may arise from the performance of a contract.
10. *Fidelity Bond* - contractor must obtain and maintain a fidelity bond that indemnifies Workforce Solutions 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, or issuing financial documents, checks, or other instruments of payment). The contract must be the insured entity and Workforce Solutions must be the assigned certificate holder. Contractor must submit the bond to Workforce Solutions within ten (10) calendar days of the beginning date of the contract. 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.
11. Indirect Rates or Management Fees are allowable but must meet the requirements specified in the TWC Financial Manual for Grants and Contracts.  Rates and fees must be supported by appropriate documentation.  Indirect rates must be approved by a recognized cognizant agency.  **Indirect cost rate/percentage must be clearly identified and justified.**  Indirect rates or management fees may only be applied to funds available under each program, as allowable, against operational and administrative costs only (excludes costs associated with direct client services – i.e. direct care and quality). Cannot include both.
12. **Administrative cost rate/percentage must be clearly identified and justified.  Administrative costs should be determined based upon** the total funds available under each program and shall be calculated against the operational budget (excludes costs associated with direct client services - i.e. direct care and quality).
13. Profit (in the case of for-profit entities only or a performance bonus for non-profit entities) is an allowable cost.  **Proposers must submit profit percentage proposed, justify, and shall be tied to the achievement of performance benchmarks**.  The amount of profit, performance benchmarks, and payment schedule will be subject to negotiation. Cannot include both.
14. Administrative costs and shall be calculated against the operational budget (excluding direct care and quality).
15. Contractor 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).
16. Contractor must have an annual audit conducted by an independent auditor in accordance with Generally Accepted Government Auditing Standards; Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance); the State of Texas Single Audit Circular; and the requirements specified in the TWC FMGC. Workforce Solutions reserves the right to conduct or cause to be conducted an independent audit of all funds received under a contract issued by Workforce Solutions, notwithstanding the preceding requirement. Such an audit shall be conducted in accordance with applicable federal and state rules, regulations, and established professional standards and practices.
17. Contractor shall ensure compliance with all applicable laws, rules, regulations, policies, directives, and plans governing the CCS program.
18. Contractor shall be subject to compliance monitoring (financial and program). At any time during normal business hours, and as often as deemed necessary by Board staff, 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 that are related to a contract resulting from this RFP for the purpose of verifying contractual performance and compliance with applicable laws, rules, regulations, and policies.
19. Contractor must have its own internal monitoring systems and procedures.
20. Contractor must provide reports or information on clients, providers, finances, performance, and/or program operations as may be requested or required by Workforce Solutions.
21. Contractor shall be responsible for meeting all assigned federal, state and/or local performance measures associated with the CCS program. Contractor shall also be responsible for any changes in performance measures, including targets that may occur during the contract period.
22. Contractor will be required to prepare and maintain financial and accounting records in accordance with instructions and policies issued by Workforce Solutions. All records related to a contract resulting from this RFP must be retained for five (5) years from the date closeout reports are submitted and accepted by Workforce Solutions, unless any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year retention period. No records shall be disposed of without the prior written approval of the Board.
23. Contractor will be required to maintain an electronic case file for each program participant in accordance with standards established by Workforce Solutions. Such files will be considered the property of Workforce Solutions.
24. Contract must ensure that all activities and services provided pursuant to a contract resulting from this RFP comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, with respect to physical and program accessibility.
25. Contractor will be required to utilize The Workforce Information System of Texas (TWIST) and any other automated management information system as may be required by TWC and/or the Board (TWIST will be replaced by Texas Child Care Connections (TX3C), a statewide case management system in 2024). Contractor shall ensure that the input of data is done in a timely and accurate manner and in compliance with the requirements established by TWC and/or the Board.
26. Contractor shall ensure that the confidentiality of all client data is maintained in accordance with state and federal law. Contractor shall also ensure the security of client data in hard copy and/or electronic files in accordance with Board policy.
27. Contractor, including all of its employees, must comply with all Information Technology access and user policies and requirements of the Board and/or TWC.
28. All purchases/procurement of goods and services by the contractor with funds received under a contract with Workforce Solutions must comply with all applicable procurement and purchasing requirements, including those specified in the TWC FMGC. All non-expendable property purchased under a contractor resulting from this RFP shall be the property of Workforce Solutions. Such purchases must comply with Workforce Solutions policy and require prior review and approval.
29. 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.
30. Contractor must comply with applicable cost principles and administrative requirements set out in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (the Uniform Guidance; rules promulgated by the Texas Office of the Governor under the Uniform Grants and Contract Management Standards; and TWC’s FMGC.
31. Contractor must comply with the Board’s Marketing Standards and Guidelines, including the use of contractor name, logo, and equal opportunity requirements.
32. Contractor will be expected to fully cooperate with Workforce Solutions in the development and implementation of any changes to the Child Care Services delivery system, as deemed necessary and appropriate by Workforce Solutions or required by legislative change.
33. Contractor will be expected to fully cooperate with Workforce Solutions in the development and implementation of community partnerships and collaboratives related to child care services and the maximization of resources. This includes cooperation, coordination, and implementation as may be requested or required by Workforce Solutions under Memorandums of Understanding or the agreements entered into by Workforce Solutions.

### 1.19 Equal Opportunity/Nondiscrimination

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

* Section 188 of the Workforce Investment Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), 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 or participation in any WIOA Title I- financially assisted program or activity;
* Title VI and VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
* Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
* The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
* Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination of the basis of sex in educational programs.;
* Americans with Disabilities Act of 1990, as amended;
* Non-Traditional Employment for Women Act of 1991, as amended;
* All applicable rules and regulations issued under these laws.

The grant application also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

### 1.20 Definition of Key Terms and Definitions

For a definition of key terms used in this RFP, please refer to Exhibit 2.

# PART 2 – PROPOSAL REVIEW AND SELECTION PROCESS

### 2.1 Evaluation Process

The evaluation of proposals will consist of:

1. All proposals received by the submission deadline will be reviewed by Workforce Solutions staff for responsiveness and compliance with the technical specifications and requirements in the RFP.
2. All responsive proposals will be reviewed and scored by a team of qualified evaluators selected by Workforce Solutions. Proposals will be evaluated based on the criteria specified in this RFP using a standardized instrument developed by Workforce Solutions.
3. Workforce Solutions staff will review the proposals and will answer questions or share insights as the Committee or Board of Directors requests.
4. The evaluation results will be ranked based on the average scores of the evaluation team. The top scorers (up to 3) will be invited to provide an Oral Presentation.
5. Oral Presentation WFSCA reserves the right to request additional information from any offeror and/or request selected offeror to be invited to complete an oral presentation of their proposal and participate in any question-and-answer sessions with the designated evaluation committee of the Board and/or the full Board. WFSCA reserves the right to deviate from the proposal rankings and scoring if it deems such departure better serves the best value of the Board. Board staff or members of the Committee will score the oral presentation.
6. Presentation of the evaluation results, including scoring and ranking, and recommendations to a designated Board Committee.
7. Final action on selection for contract award by the Board. A final contract will be subject to successful contract negotiations and the results of a pre-award survey.
8. All responsive proposers will be provided with written notice of the Board decision regarding selection and award of a contract.

### 2.2 Proposal Evaluation Criteria

**Note**: Proposals must achieve an overall score of at least 70 points (excluding HUB bonus points) to be considered for selection and contract award. The Board reserves the right to depart from the rankings by evaluation scores, whenever it deems such departure better serves the interests of the Board and the customers of Workforce Solutions.

Responsive proposals will be evaluated and scored based on the following criteria:

1. Demonstrated Experience and Performance **25 Points**

Proposals will be evaluated for indicators of probable contractor performance and success under a contract, the respondent’s experience in delivering the same or equivalent services, and a demonstrated record of accomplishment of success. Key areas of consideration will include past contract experience, including performance outcomes, and monitoring reports.

1. Management/Organizational Capacity **20 Points**

Proposals will be evaluated to determine if the respondent has the organizational capacity, structure and capability of effectively managing the CCS program. Key areas of consideration will include the experience and qualifications of key staff, organizational/management structure, “corporate” staff support, technical competence, financial and administrative systems (including automation), and the overall financial condition of the proposing entity.

1. Operational Plan – Design and Approach to Services **35 Points**

Proposals will be evaluated for the overall approach to providing child care services and the planned design for the delivery of services. Key areas of consideration will include client services, provider services, continuous improvement, staffing plan, staff training and development, coordination and collaboration, and proposed transition plan.

1. Budget/Reasonableness of Cost and Value **20 Points**

The proposed budget will be reviewed for overall reasonableness of costs, efficient planned use of funds, minimization of administration and operational costs, and the overall competitiveness of costs. Clarity in identifying and explaining costs and their relationship to the provisions of services will be considered.

TOTAL POSSIBLE REGULAR SCORING POINTS **100 Points**

1. Historically Underutilized Business Bonus Points **5 Points**

A “Historically Underutilized Business” is an entity at least fifty-one percent (51%) owned and operated by minority group members as defined by State law, including female-owned businesses. Five (5) bonus points will be awarded to responsive proposals that provide the requested information on the Proposal Cover Sheet and have provided a copy of their current notice of certification.

**TOTAL POSSIBLE POINTS** **105 Points**

The review and evaluation of oral presentation shall be based upon the following criteria:

**Content:** **20 points**

Presentation will be evaluated for clarification of proposal content, organizational capacity, demonstrated performance, design, approach, understanding of scope of work, financial management and overall solution being proposed to include any transition activities.

**Presentation:** **20 points**

Presentations will be evaluated on the level of clarity. The speaker should be easily able to convey the point, concise and consistent to offeror proposal content. Vocabulary should be easy to understand, and all words should be spoken in a clear and fluent manner.

**TOTAL POSSIBLE POINTS** **40 Points**

### 2.3 Inquiry and Appeal Process

A copy of the Board’s Inquiry and Appeal Process and Procedures can be found as Exhibit 3 to this RFP.

# PART 3 – SCOPE OF WORK

### 3.1 Program Overview

The Child Care Services (CCS) program is a vital component of workforce development, by enabling eligible families to work and/or participate in educational or job training activities. The CCS contractor will be responsible for managing and operating a large, complex program that includes direct care (child care subsidies), provider management, implementation of initiatives to improve the quality of care, coordination with other community resources, and community awareness. The goals of the program include:

* To enable eligible parents to work and/or attend school/job training.
* To support the physical, social, emotional, and intellectual development of children.
* To help prevent the abuse and neglect of children.
* To promote the health, safe growth, and development of children.
* To support the improvement of quality child care services.
* To implement an innovative and responsive quality child care plan that aligns with our community’s needs.
* To improve the availability, accessibility and affordability of quality child care.
* Prepare children for life-long success through initiatives that support Kindergarten readiness.

The CCS contractor will accomplish these goals by:

* Offering families an expanded choice of accessible and affordable child care arrangements.
* Promoting parental choices and empowering parents to make informed choices regarding child care arrangements that meet their needs.
* Assuring greater opportunities for child care providers to participate in the delivery of Workforce Solutions referred and subsidized care.
* Offering child care providers resources for program improvement.
* Educating the community about the importance and impact of quality early child care and education.
* Coordinating with other child care programs and resources in the community to expand and enhance child care services and leverage available resources.
* A commitment by the Contractor’s management team to continuously improve the quality of services delivered to children, parents, child care workers and child care providers.

Workforce Solutions, as a major source of child care funding in the Capital Area, promotes the development of non-federal resources to support its Child Care Services program, and serves as an advocate for the increased availability, accessibility, and affordability of quality child care. Workforce Solutions also serves as a major community resource for information, education, and training around community child care issues. We work in close collaboration with long-time community partners such as the City of Austin, Travis County, United Way, the Texas Department of Family and Protective Services, and other local entities. As a publicly funded entity, Workforce Solutions operates openly and transparently and is accountable for proper and efficient safeguarding and expenditure of public funds. Workforce Solutions fully expects its Child Care Services contractor to emulate and support the efforts of the Board in its leadership and advocacy efforts on behalf of quality child care.

### 3.2 Functions and Responsibilities of the Contractor

The contractor will be responsible for providing comprehensive services to eligible families, child care providers, and the community. The contractor will perform a wide-array of functions and assume a variety of responsibilities related to the areas of client management, provider management, financial management, continuous improvement, quality initiatives, and coordination. These functions and responsibilities include, but are not limited to, the following:

* Recruitment and eligibility determination of families and their children, including the full documentation and verification of eligibility prior to the receipt of services;
* Recertification of eligibility at a minimum of every twelve months;
* Referral and arrangement of child care to families with eligible children;
* Maintenance and management of a waitlist of pre-screened families, including the implementation of processes to move eligible families from the waitlist into care in accordance with TWC and Board priorities for service;
* Provide parents with consumer education, to empower them to make informed choices regarding child care;
* Provide parents with a broad range of child care provider choices;
* Recruit and retain eligible child care providers throughout the Capital Area, manage provider agreements, and ensure compliance with applicable laws, rules, regulations and policies;
* Ensure that all child care providers in the system understand the use, responsibilities, and reporting requirements of the KinderSystems Automated Attendance System;
* Ensure the timely payment of child care provider claims based on a Board provided schedule;
* Develop and implement systems and procedures to identify overpayments, determine recoupment amounts, and collections from providers and/or clients;
* Ensure the timely processing of complaints and appeals in accordance with TWC rules and Workforce Solutions policies;
* Develop and implement systems and procedures to identify possible cases of fraud or program abuse, and provide for fact finding and investigation of same;
* Ensure the timely and accurate entry of data into TWC and Board mandated information systems and in compliance with TWC and Board prescribed timelines – ensure the integrity of all data;
* Establish systems to provide for referrals to Workforce Solutions Career Centers for services to assist customers seeking better employment, wages, training and/or education, or in the event of job loss;
* Document, track and follow-up on referrals for services made to Workforce Solutions Career Centers and/or other community resources.
* Assist in the development and implementation of child care quality improvement plans to include activities such as leadership development, mentoring, training to increase the qualifications of child care teachers and staff, improve learning environments, support of child care providers with developmentally appropriate curriculum, and the provision of consumer education;
* Coordinate with Workforce Solutions Career Centers, community agencies, 2-1-1, and the staff of the Texas Department of Family and Protective Services to provide child care services to eligible individuals;
* Coordinate and collaborate with the Board and community partners in efforts to enhance, expand, and support child care and quality care initiatives;
* Serve as a focal point for the coordination of child care services to families and children;
* Provide mentoring to assist all contracted child care programs in becoming Texas Rising Star providers;
* Maintain internal procedures for all operational aspects of the CCS program;
* Forecast expenditures and enrollments to ensure that performance is met, monthly fund utilization targets are met, and expenditures are correctly reported;
* Develop and implement internal monitoring systems and procedures;
* Develop and implement continuous improvement processes to improve the quality of services, improve operational efficiencies, and minimize or reduce operational and/or administrative costs;
* Prepare budgets and budget amendments;
* Provide an accurate and auditable record of all financial transactions;
* Establish internal controls to ensure the efficient and effective use of resources and safeguard assets;
* Establish internal controls for the prevention of fraud and abuse;
* Maintain and retain financial, participant and provider records as required by the Board;
* Ensure the timely and accurate submission of reports as requested or required by the Board;
* Ensure cooperation in any investigation, monitoring, and/or audit activities;
* Ensure compliance with all applicable laws, rules, regulations, policies, directives, and plans;
* Cooperate with Board staff on developing and implementing new initiatives, cooperative agreements with community partners, plans, and other relevant activities;
* Develop and implement processes to evaluate parent and provider satisfaction;
* Develop and implement a disaster recovery plan to ensure the continuity of operations;
* Provide adequate staffing at all times to perform all required services during the duration of the contract;
* Provide for the continuous training and development of staff;
* Develop processes and procedures along with the Career Center contractor to refer parents if looking for work and/or express interest in training; and
* Meet or exceed performance measures/targets set for Child Care Services.

### 3.3 Scope of Current Operations

1. Performance

The Board currently has one (1) contracted performance measure for the CCS program with the Texas Workforce Commission: Average Number of Children in Care per Day. Our current performance target is 3,036. We are considered “Meeting” performance when actual year to date performance is measured to be 95% to 105% of target. The contractor may perform beyond 105% of target only when there is sufficient funding available to afford any “over-performance”. Performance measures and targets are subject to change. The Board may impose additional local measures at its discretion.The operation of the child care services include, but is not limited to, the provision of allowable services and activities under the following programs funded by the Board:

* Child Care Development Fund (CCDF):

This primary federal funding source is dedicated to providing child care assistance to income eligible families so they can work, attend school or enroll in training to improve the well-being of their families.

* Child Care Quality (CCQ):

Federal funding allowable for quality improvement activities that meet our community’s needs and align with the Board’s strategies.

* Quality Child Care Collaborative (QC3):

The cornerstone of our quality improvement investments is QC3 which is funded by non-TWC dollars from the City of Austin and Travis County. This is an intensive mentor-driven program that provides free mentoring and training, technical assistance, referrals, and resources to help providers in our community achieve a quality rating. The goal of QC3 is that more income eligible families and/or children with disabilities can access very high quality child care. Very high quality child care is defined as: Accreditation by the National Association for the Education of Young Children (NAEYC), a Classroom Assessment Scoring System (CLASS) score of 4 and is supportive of families maintaining at least 1 year of continuous high-quality enrollment.

* Texas School Ready (TSR):

The goal of TSR is to provide and promote the Birth to Five services model and support sustainability in the community, including alignment with Texas Rising Star (TRS).

* Continuity of Child Care Services System (CoC) – Travis County and City of Austin:

Continuity of Care is a non-TWC funded program funded by both Travis County and the City of Austin. The purpose of this program is to ensure child care continuity of service for income eligible families in Travis County in instances in which child care would have otherwise been terminated as a result of program violations of the federal Child Care Development Fund (CCDF) funding rules.

* United Way Greater Austin:

Non-TWC funded grant. The purpose of this grant is to fund a staff person to collect, analyze and share data with community partners.

There are additional targets for local funding, such as, but not limited to:

Continuity of Child Care Services System (CoC) - Travis County and City of Austin:

* Number of unduplicated children served who would have otherwise been destabilized due to the Child Care Development Fund (CCDF) eligibility
* Number of teachers receiving training or wage supplements
* Number of parents enrolled in a Parent Leadership in Community

Quality Child Care Collaborative (QC3) - Travis County:

* Number of providers receiving mentoring services through the QC3
* Number of unduplicated early child care staff who received targeted training that include CLASS components
* Amount of Jeanette Watson wage supplements awarded to eligible early childhood staff (total amount in dollars)

1. Administration/Operations Costs – for the past two (2) years, the Board’s average combined

administration/operations costs have been around 6%. This is an area of constant analysis by TWC.

1. Child Care Providers

Information on the current number and types of providers is contained in Exhibit 4.

1. Equipment and Technology

All equipment and technology necessary to perform the functions and services outlined in this RFP is in place and is provided by the Board. This includes desks, chairs, file cabinets, PCs, printers, scanners, copiers, fax machines, telephones (except for cell phones), and servers. The Board also provides needed/required software and access to management information systems. These items (other than cell phones, pagers, etc.) are not to be included in the proposal budget.

1. Facilities

CCS operations are housed in facilities leased by the Board. All but two (2) of the current contractor’s staff are located at the North Career Center – 9001 N IH-35, Suite 110, Austin, TX 78753. One staff person is located at the East Career Center – ACC Eastview Campus, 3401 Webberville Rd., Austin, Texas 78702. The Board will work with the contractor to accommodate requests to reassign staff between the two (2) career centers as space permits. The Board is also open to discussing alternate work locations for staff as would support the program objectives, realize cost or service efficiencies, and/or would be in the best interest of the community. Currently, all local CCS operations are conducted within Board provided space. Facility costs for local operations are not to be included in the proposal budget. The child care staff are housed in the same building as the Board offices and the Board holds back the facilities budget from the contractor’s allocation.

1. Staffing

Information on current contractor staffing is provided in Exhibit 5. Proposers should make an independent analysis and projection of staffing needs. Staffing must, at a minimum, include a full-time local project manager/director (subject to input from the Board). Other than this requirement, proposers may organize and propose staffing based on their own analysis of need and service delivery system. The Board encourages the successful proposer to consider current CCS employees who may be displaced by this procurement.

1. Priority Groups

TWC Child Care Rules §809 and §801 specifies certain groups that must receive priority for service. In addition, the Board has established additional local priority groups.

*TWC Priority Groups*

* Choices child care (§809.45) – individuals who receive Temporary Assistance for Needy Families (TANF) payments and actively participating in employment and/or training activities;
* Temporary Assistance for Needy Families (TANF) Applicant child care (§809.46) – individuals who apply for TANF, locate employment prior to TANF certification and need child care to accept or retain employment;
* Supplemental Nutritional Assistance Program Employment &Training (SNAP E&T) child care (§809.47) – individuals receiving SNAP and are working on improving their ability to obtain regular employment and reduce their independence on public assistance;
* Former Choices (Transitional) child care (§809.48) – individuals who are within 12-months of exiting the Choices program and no longer receiving TANF payments;
* Texas Department of Family and Protective Services – children who need to receive protective services child care (§809.49);
* Children of a qualified veteran or qualified spouse as defined in §821.23;
* Children of foster youth as defined in §801.23;
* Children experiencing homelessness as defined in §809.52;
* Children of parents on military deployment who parents are unable to enroll in military-funded child care assistance programs (§809.2);
* Children of teen parents (§809.2); and
* Children with disabilities (§809.2).

*Capital Area Board (Local) Priority Groups*

Within the low-income, at-risk population, the following groups are to be targeted for services:

* Former CPS or children transitioning from CPS who were in CPS care during the last 12 months;
* Customers who are participating in a TWC workforce funded programs or other special projects defined by the Board where child care is needed for customers to participate while working/training in a program designed to help the customer achieve self-sufficiency
* Siblings of children currently receiving services;
* Children referred by quality providers participating in the local referral program;
* Children of young adults between the ages of 14 -24 at the time of enrollment with Austin Opportunity Youth Collaborative (AOYC)

1. **Cyber Security Requirements**

WFS Capital Area adheres to the Texas Cyber Security Framework as mandated by TWC. As such all WFS contractors must adhere to the same framework and maintain a minimum level 3 cyber security maturity and agree to annual security assessments**.**

* The Contractor shall take appropriate actions to assure compliance with 1 TAC, Chapter 202, the Texas Cybersecurity Framework (TCF) at https://dir.texas.gov/sites/default/files/2021-03/Texas%20Cybersecurity%20Framework%20Controls%20and%20Definitions.pdf and all other state or federal rules, regulations, and laws as applicable to Contractor programs. The Contractor shall:

* + Implement Information Security Management (ISM) compliance policies and procedures for Contractor staff and Contractor subrecipient, contractor and subcontractor staff (hereinafter referred to as “Contractor staff” for the purposes of this section); and

* + Assure and be responsible for Contractor staff compliance with such ISM requirements.

* Contractor staff shall follow all Agency security guidance when making use of Agency information resources, Agency-provided data, and/or Agency-administered systems including but not limited to:
  + Exhibit N- Safeguards for TWC Information
  + Exhibit O-Contractor Security Guidelines
  + Exhibit P-TCF Documentation Requirements
  + Exhibit Q-Cyber Security Requirements Acknowledgement

* The Contractor shall in the event of a security violation, if a breach is detected, or if the Contractor has any reason to suspect that the security or integrity of the Agency’s data has been, or may be, compromised in any way:

* + Notify the Agency’s Chief Information Officer immediately and no later than twenty-four (24) hours via email to [angelica.benavides@wfscapitalarea.com](mailto:angelica.benavides@wfscapitalarea.com) ; and

* The time period for notifying WFS under this section is reduced to one (1) hour for suspected security violations that involve protected health information of a covered under 45 C.F.R. Parts 160, 162, and 164, such as Medicaid Information provided from, by or accessed through the Health and Human Services Commission systems as required by the Health Information and Portability and Accountability Act (HIPAA) and the Health Information Technology Act (HITECH).

* Comply with the notification requirements of Section 521.053, Business & Commerce Code, to the same extent as a person who conducts business in this state; and

* Comply with Agency directives in resolving any incidents.

* The Contractor shall designate an information security officer who:
  + reports to the Contractor’s executive-level management;
  + has authority over information security for the Contractor;
  + possesses the training and experience required to perform these duties; and
  + to the extent feasible, has information security duties as their primary duties.

Texas Cybersecurity Framework

The Texas Cybersecurity Framework (TCF) consists of forty-six (46) Control Objectives and five (5) Functional Areas as follows; Identify, Protect, Detect, Respond and Recover. TCF is also based on the National Institute of Standards and Technology (NIST) Cybersecurity Framework.

* The Contractor security program will undergo a TCF assessment at least once every two years to evaluate the programs overall maturity, measured on the CMMI scale (0-5) and the maturity level of each of the TCF controls. This assessment will be conducted by a third-party assessor contracted by the Agency.
* Control objectives below a CMMI level 3 will require submission of a management response with corrective action plan to the Agency.
* Corrective Action Plan status reports will be made every six months, starting from the plan submission date.

**Cyber Security Maturity Levels**

|  |  |
| --- | --- |
| Level 0: | Non-Existent There is no evidence of the organization meeting the objective. |
| Level 1: | Initial - The organization has an ad-hoc, inconsistent, or reactive approach to meeting the objective. |
| Level 2: | Consistent - The organization has a consistent overall approach to meeting the objective, but the approach is mostly reactive and undocumented. The organization does not routinely measure or enforce policy compliance. |
| \*Level 3: | Defined - The organization has a documented, detailed approach to meeting the objective and regularly measures its compliance. |
| Level 4: | Risk-Based - The organization uses an established risk management framework to measure and evaluate risk and integrate improvements beyond the requirements of applicable regulations. |
| Level 5: | Optimized - The organization has refined its standards and practices, focusing on ways to improve its capabilities in the most efficient and cost-effective manner. |

# PART 4 – PROPOSAL PREPARATION AND SUBMISSION

### 4.1 General Instructions for Submitting a Proposal

FORMAT – Proposals must be typed, single spaced, using a minimum of a 12-point font. Each section must be separated and labeled. Pages must be numbered to be considered responsive. Emphasis must be placed on addressing all the requirements and specifications of this RFP in a clear and concise manner.

PROPOSAL LABELING AND SUBMISSION – Proposals must be addressed (externally labeled) and submitted in accordance with the instructions and the deadline specified in Part 1 of this RFP. Proposals submitted/received after the specified deadline date and time will be considered non-responsive. Any modifications or amendments to a proposal already submitted must also comply with the submittal instructions and response deadline.

### 4.2 Sequence of Submission

The proposal must be submitted, with all required elements addressed, in the following order:

* Proposal Cover Sheet – Attachment B
* Table of Contents
* Executive Summary
* Proposal Narrative
* Budget Forms – Section VI - Budget
* Form A – Distribution of Allocated Funds
* Form B – Line Item
* Form C – Budget Narrative
* Form D – Salary Allocation Plan
* Form E – Profit/Incentive Bonus Worksheet
* Cost Allocation Plan
* Indirect Cost/Management Fee Plan (if applicable)
* Administrative Management Survey – Attachment C
* Fiscal Management Survey – Attachment D
* Business References – Attachment E
* Certification of Bidder – Attachment F
* Certificate Regarding Debarment – Attachment G
* Certificate Regarding Drug-Free Workplace – Attachment H
* Certificate Regarding Lobbying – Attachment I
* Certificate Regarding Conflict of Interest – Attachment J
* Texas Corporate Franchise Tax Certification– Attachment K
* Certificate of Compliance with Texas Family Code 231.006 – Attachment L
* State Assessment Certification – Attachment M
* Cyber Security Requirements – Attachment Q
* Current HUB Certification (if applicable)

Submit the following required items as Additional Attachments:

* Proof of incorporation or organizational status
* Current list of Board of Directors and/or principals/chief officers, owners; include name and position or title
* Agreements for proposals submitted as partnerships, consortium or joint venture; or Managing Director/PEO (if applicable)
* Certificates of Insurance or statement of insurability
* Organization charts
* Job descriptions/resumes
* Customer flowcharts
* List of Texas workforce board contracts & information
* List of Other Non-Texas board contracts & information
* Monitoring Reports
* Audits/Management Letters
* IRS Form 990 (non-profit proposers only)
* Other (identify)

### 4.3 Proposal Cover Sheet

Complete ALL items on the Proposal Cover Sheet (Attachment B). Identify a liaison or primary contact person for the proposal and the Signatory Authority (i.e. person with the legal authority to negotiate and sign a contract on the proposing entity's behalf). This is also the person who must sign the required Certification forms included as Attachments to this RFP. Proposers certified as a Historically Under-Utilized Business (HUB) MUST provide the certification number on the Proposal Cover Sheet and attach a copy of the current notice of certification.

### 4.4 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 above.

### 4.5 Executive Summary

Provide a brief (3-5 pages) executive summary to highlights the proposer’s organizational capacity, qualifications, and competence; demonstrated performance; overall approach to delivering child care services; expected outcomes (goals and objectives); and any unique or innovative aspects of your service delivery design.

### 4.6 Proposal Narrative (4.7 thru 4.9)

The proposal should provide a complete description of the proposed plan for managing and providing child care services and activities as described/requested in this RFP in narrative form according to these instructions. 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 in the executed contract.

### 4.7 Capacity and Capability

1. Project Manager/Director – Identify the person (if known) who will serve as the local Project Director/Manager. Attach a copy of the position’s job description and the individual’s resume.
2. Organizational Structure/Management – Include the following:
3. Provide a brief history of your organization, including year established, location of home/corporate office, location(s) of any local/regional offices (including projects), number of employees organization wide, and lines of business outside of Child Care Services.
4. Briefly describe your knowledge of all components of Child Care Services in Texas.
5. If you are submitting a proposal as a partnership, consortium or joint venture, describe the roles and responsibilities of each party and identify the lead entity. Explain the rationale for entering into a partnership or joint venture. Attach a copy of the partnership, consortium, or joint venture agreement.
6. If you are planning to subcontract any services, identify which services will be subcontracted, the rationale for using subcontractors, and how subcontractors were (or will be) procured.
7. Describe how “corporate” and local operations will interact. Describe how local operations will be supported by “corporate” office staff in areas such as performance review and analysis, continuous improvement, staff training and development, policy, and communications.
8. Describe management’s approach, including one illustrative actual example per item, for each of the following elements:

* Business objectives in line with the vision of Workforce Solutions
* Staff Development, Morale, and Support
* Communication
* Anticipating and planning for change in the business environment
* Cooperation with partners and grantor agencies

1. Provide as an attachment, a list of the organization’s owner(s), board of directors, principals, and chief officers as applicable.
2. What are your organization’s primary source(s) of revenue and amounts?
3. Provide as an attachment, a copy of your overall organizational chart, including where a contract with Workforce Solutions would be within the organization’s structure.
4. Describe your proposed staffing plan for this contract, including types of positions, and number of staff in each position. Provide as an attachment a copy of the local operations organizational chart clearly showing the lines of authority.
5. Include as attachments the job descriptions and resumes for all key management positions that will be responsible for the local, on-site administration of the Child Care Services contract.
6. Identify management staff at the corporate level that will be responsible for providing direct support for the local operations (include name and title).
7. How do you plan to staff and manage client and provider services and quality services.
8. Complete and attach the Administrative Management Survey – Attachment C
9. Financial Management

The successful bidder must provide the complete accounting function for all financial transactions transpiring under a contract. The payment of claims or reimbursement for services may be provided by the contractor or the Board. The Board currently has in place an electronically generated system for processing payments to providers and could continue to provide this service if requested by the contractor.

1. Indicate whether you want the Board to continue to process provider payments on your behalf or if you will assume this function. If you assume this function, describe your system for generating payments to providers through the use of Electronic Fund Transfer (EFT). WFS prefers for child care contractor to issue and process payments.
2. Describe your organization’s financial and accounting system, including cash management and accrual systems. Identify any accounting software your organization uses.
3. Describe your organization’s financial capability and knowledge.
4. Describe the financial resources your organization has available or can readily access for short-term cash flow and the number of weeks of cash availability on hand.
5. Describe how you will ensure the timely and accurate processing of provider payments.
6. Describe your processes for handling the recoupment of improper payments.
7. Describe your agency’s strategies for resolving any non-compliance issues that resulted in corrective action, performance improvement plans, or sanctions from any regulatory or contracted authority if applicable.
8. Describe your internal systems and processes for evaluating fiscal performance and compliance; expenditures against budget; and ensuring the accuracy, allowability and allocations of costs.
9. Describe how you would pay back any disallowed costs which may be identified.
10. Have you had any disallowed costs during the past two (2) years in any program under your operation? If so, what was the amount and what was the reason(s) for the disallowance? Please provide a table that outlines this information, including the date and how it was resolved.
11. Describe any potential liabilities (i.e. delinquent taxes, lawsuits, claims, disallowed costs, etc.) which might affect your organization’s ability to perform under a contract, if one is awarded. Include the current status of any potential liabilities identified.
12. Include as attachments the job descriptions and resumes of key financial staff that will be assigned to the Child Care Services contract.
13. Provide copies of your organization’s two (2) most recent independent audit reports, including management letters (if applicable). If not available, explain why not.
14. Has your organization ever been classified as a “High Risk”? If so, describe the circumstances.
15. Complete and attach the Fiscal Management Survey – Attachment D.
16. Nonprofit organizations must submit a copy of their most recent IRS Form 990.
17. Automation/Management Information Systems
18. Describe your organization’s knowledge and experience with TWIST.
19. Describe your organization’s knowledge and experience with the KinderSystems Automated Attendance system or other comparable systems.
20. Describe your organization’s experience with document management systems (e.g. Workflow, Cabinet, DMS, etc.).
21. Describe your processes/methods for child care data management. Include in your discussion how you will ensure data integrity, including the timely and accurate entry of data.
22. Describe how you will ensure the security and confidentiality of information.
23. Has your organization ever had a Personally Identifiable Information (PII) violation incident? If so, explain the steps taken to notify the Board or other oversight authority, resolve and ensure processes were in place to prevent future occurrences.
24. Quality and Continuous Improvement
25. Describe your internal or self-monitoring systems for ensuring that the Child Care Services program is operating effectively and efficiently, achieving performance results, and maintaining compliance with applicable rules, regulations, directives, and policies.
26. Describe how you use monitoring reports (internal and external) and data to improve performance and operations. Provide an example of a specific situation in which you used reports and/or data to improve performance or operations.
27. How do you know if your project staff (supervisors and front-line) are doing a good job? How do you identify poor/low performing staff and how do you help them improve? Do you establish performance goals or standards for staff? If so, what are they and how are they measured and communicated?
28. Describe your plans for the training and continuous development of staff. Describe your onboarding/training process for new staff.
29. Describe how you will collect, analyze and use customer (client and provider) information to improve the quality of services. Provide an example of how you used such data to improve the quality of services under another project.
30. Describe how management (corporate and local) will communicate with and manage employees to achieve high levels of performance and customer satisfaction.
31. Describe your processes/methods for analyzing performance and program data. What tools do you use? Describe how you use the results of analysis. Give a specific example.
32. Describe your overall plan for the continuous improvement of customer service and operations.
33. Other

Provide any other information, not already requested above, that would describe and substantiate your organization’s capabilities and capacity to effectively and efficiently manage Child Care Services for the Board.

### 4.8 Demonstrated Experience and Performance

A primary consideration in selecting a contractor will be their effectiveness in delivering the same or comparable services as described in the RFP based on demonstrated performance and experience. Proposals will be evaluated for the likelihood that the proposer will be able to meet the goals, standards, and expectations of the Board for the Child Care Services program.

1. Describe your organization’s experience in managing and operating Child Care Services programs (or comparable services) in other areas. Include performance and outcomes for the past 2 years.
2. Provide a list of all Board clients in Texas (current and for the past 2 years). For each Board client, provide the following information:

* Name of Board area
* Date(s) of contract(s)
* Contact name, phone number and e-mail address
* Total amount of contract (list the amount for direct care and the amount for quality)
* Performance Target and actual outcome (end of year) for the Average Number of Children in Care Per Day
* Percentage of total contract funds expended
* Provide copies of the most recent monitoring reports – including internal, Board, TWC, and other

If you have not operated/managed child care services for a local workforce board in Texas but have provided the same or similar services to non-board entities inside or outside of Texas, provide information on up to four (4) organizations you have contracted with during the past two (2) years. For each entity, provide the following information:

* Name of entity with whom your organization contracted.
* Date(s) of contract(s)
* Contact name, phone number and e-mail address
* Service delivery area
* Type(s) of services provided
* Amount of contract funding and percentage expended
* Number of clients served
* Performance measures and outcomes
* Copies of most recent monitoring reports – including internal, contracting entity, State and/or Federal agency, and other

1. Provide three (3) business references using Attachment E.
2. Under any of your current contracts, are you operating under the form of corrective action plan, performance improvement plan, or sanction status? If yes, describe the reason(s) and the duration of the action.
3. Identify any contracts that you have “lost” during the past two (2) years due to early termination. Specify the reason(s) for the early termination.
4. How do you define success and how do you measure it?
5. Describe any awards, recognitions, or noteworthy achievements that your organization has received during the past two (2) years.
6. Provide any additional relevant information that substantiates or demonstrates your organization’s experience and performance, including any awards or noteworthy accomplishments regarding child care services.

### 4.9 Operational Plan

Client Services

1. Describe your philosophy as it relates to Child Care Services and how it will be reflected in the management and operations of the program.
2. Describe how your operating plans will support/provide for a customer-focused, flexible and efficient system.
3. Describe your vision of successful and quality customer services. Include in your discussion your procedures and tools to assess customer satisfaction for CCS services.
4. What is your estimated caseload ratio for client services and provider services?
5. Describe your procedures/processes for eligibility determination, recertification, referral, and enrollment
6. Provide a customer-flow chart.
7. Describe your methods for managing a child care wait list and ensuring priority of services.
8. Describe how you would handle sudden large client enrollments quickly and effectively. Provide an example, if possible, of a successful strategy that has been implemented and the steps taken to ensure a successful enrollment process.
9. Describe how you provide consumer information to applicants/clients to help them in making informed child care decisions. Include strategies for educating parents on the importance of quality child care.
10. Describe how your agency will inform the community of child care services available through Workforce Solutions Capital Area.
11. What partnerships with other agencies will your agency use to enhance outreach activities in the Capital Area?
12. Describe the internal controls used for ensuring that child care services are initiated and terminated timely and appropriately.
13. Describe your procedures/processes for handling customer formal appeals.
14. Beyond contractual performance established by the Board, what internal organizational benchmarks (management tools), are you going to establish for child care services and how will these benchmarks be measured?
15. Describe your internal and external controls to ensure quality and compliance. Include your risk management process and your internal monitoring processes.
16. Explain your process for resolving issues and trends identified through internal and external monitoring. What processes are taken to ensure staff are aware and patterns are not repeated? Describe your corrective action processes for addressing any deficiencies. Address each of the following;

* Internal process for identifying and resolving program and compliance issues
* Responses to internal/external monitoring findings, corrective action plans, performance improvement plans, and/or sanctions.
* Ensure the accuracy and integrity of data and information
* Evaluate the value of child care services offered to customers
* Use of the information and data to support key organization processes and improve performance

Provider Services

1. Describe your vision of successful quality provider services.
2. Describe your outreach strategies to potential child care providers to expand access to available services.
3. Describe your processes for providing new provider orientation and what the orientation will cover.
4. Describe how you will manage and provide oversight of CCS provider contracts.
5. Describe how you will handle provider complaints.
6. Describe how you will disseminate information to CCS stakeholders (providers and clients) quickly and effectively (i.e. changes in policies, procedures, contacts, etc.).

Quality/Coordination

1. Describe your plans to enhance the quality of child care, including implementing structured activities tailored to foster holistic child development, identifying and addressing training gaps among child care providers to bolster their competencies, and fostering community partnerships to ensure a comprehensive support system for child care.
2. How will you monitor the Texas Rising Star program by employing robust assessment methodologies to track adherence to program standards and regularly reviewing and refining evaluation criteria to align with evolving best practices?
3. Describe how you will evaluate quality activities for effectiveness by utilizing data-driven metrics to gauge the efficacy of quality initiatives and conducting periodic assessments and soliciting feedback from stakeholders to ascertain effectiveness.
4. How will you assess child care provider needs and deliver technical assistance by conducting comprehensive needs assessments to pinpoint areas for improvement and offering tailored technical assistance and resources to address identified needs.
5. Describe your plans for coordinating and collaborating with other child care partners in the community by forming collaborative networks with other child care entities to leverage resources and expertise and facilitating information-sharing and joint initiatives to enhance service delivery.
6. Describe how you will coordinate with the Centralized Assessment Entity (CAE) by establishing seamless communication channels to ensure alignment of mentorship and assessment services and regularly review processes to optimize service delivery and address any inefficiencies.
7. Describe how you will coordinate with the workforce centers and partner with workforce centers to disseminate information on available services to clients and to facilitate referrals and provide support to clients seeking additional workforce resources.
8. Describe how you assess the needs of the community (providers and clients) and engage stakeholders to identify evolving needs within the community and encourage innovation in quality activities through feedback mechanisms and collaboration.

Transition Plan (for Proposers other than incumbent)

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

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

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

1. Describe the activities you anticipate being required of each party to the transition of the CCS program, and provide a timeframe for each.
2. What steps will you take to minimize the disruption of services to customers and providers?
3. How do you propose to transition customer and provider files/records and claims processing?
4. Discuss your plans for assessing current contractor staff, any proposed probationary period for staff transitioned, recruiting any new or additional staff, and negotiating salaries.

### 4.10 Security Management and Texas Cybersecurity Framework

**Contractor Onboarding Requirements**

Contractors are required to answer an online vendor onboarding questionnaire to establish an initial risk rating and score. Once the questionnaire has been completed the contractor will receive a follow-up email including a portal link to upload evidence of compliance for each control. Attachment P - TCF Documentation Requirements provides you with a description of each control along with an example of the type of appropriate evidence required to satisfy the control.

In addition to the Texas Cybersecurity Framework controls, please include a response to the following questions:

1. How is WFS data protected?
2. How is data classification applied?
3. What safeguards are in place to protect WFS data?
4. How is data backed-up?
5. Do you have a business continuity plan that lists the essential business functions along with service approach?
6. What guidelines do you follow for back-ups?
7. How often are back-ups tested?
8. What is RTO and RPO for major systems i.e., financials? Along with what other systems that are critical to deliver services including third party vendors such as PEOs.
9. What security controls do you have in place to protect from ransomware attacks?
10. Do you conduct annual Cyber Security Training?
11. Do you carry Cyber Security Insurance?
12. What is your Cyber Security Insurance coverage and limits?
13. Does your Cyber Insurance coverage include corporate and board co-located employee errors?
14. Can you provide a Certificate of Insurance verifying your Cyber Insurance coverage and limits?
15. What is your breach notification policy?

# PART 5 – BUDGET

The proposed budget must support the proposal narrative and include only those costs related to the operation and management of the CCS program in the Capital Area. All costs must be necessary, reasonable allowable, and allocable under a federal or state award and meet the general allowability criteria established by Office of Management and Budget Circulars and/or the Uniform Grant Management Standards, as applicable. Please refer to the TWC Financial Manual for Grants and Contracts for detailed information. If successful, the proposed budget will serve as a basis for contract negotiations.

### 5.1 Limitations

* Administrative Costs
* Indirect Costs or Management Fees – cannot have both
* Profit (for-profit entities only) or Performance Incentive Bonus (non-profit entities) – cannot have both
* Administrative/Operations Costs

### 5.2 Cost Category Definitions

* Administration – costs (personnel and non-personnel) associated with the overall management and administration of the CCS program NOT related to the direct provision of customer services.
* Operations – costs (personnel and non-personnel) associated with the direct provision of customer services (excluding direct care and quality costs).
* Direct Care – Reimbursements for child care services provided by child care providers.
* Quality **–** costs including personnel and non-personnel associated with staff performing functions directly related to quality initiatives. It also includes such costs as wage supplements for child care provider staff, materials, and supplies for child care centers, tuition reimbursement for child care staff, and trainings (workshops, seminars, conferences) for child care provider staff.

### 5.3 Budget Forms (Attached Separately)

* Budget Form A – Distribution of Allocated Funds
* Budget Form B – Line Item Budget Proposed Distribution of Allocated Funds
* Budget Form C – Budget Narrative
* Budget Form D – Salary Allocation Plan
* Budget Form E – Profit/Incentive Schedule

The following costs are NOT to be included in the proposed budget: costs associated with facilities (i.e. rent, utilities, copiers, fax machines, repair and maintenance, janitorial services, security, phone (does not include cell phones), data systems, etc.; and costs for equipment, software, furniture, etc. These costs will be covered by the Board.

### 5.4 Instructions for Completing Budget Forms - The proposed budget should represent a ONE-YEAR projection of expenses.

1. Budget Form A - Proposed Distribution of Allocated Funds - Using the basic information contained in the RFP allocate the estimated available funds to the identified categories. The distribution should be such that services for the clients are maximized.
2. Budget Form B - Proposed Line-Item Budget Based Upon Assumed Funding Levels – Prepare the line-item budget to present your best estimates of the costs to operate and manage the CCS.

**Personnel Costs** – include wages/salaries, fringe benefits, travel costs, training & development, etc. of all regular staff positions listed in Budget Form D. The total column for salaries must match the total of the column labeled “Paid by Board Funds” in the Salary Allocation Plan.

* Salaries – include wages/salaries for all project personnel consistent with the proposal narrative.
* Fringe Benefits – the cost of all fringe benefits (medical insurances, FICA, U.I., Workers’ Comp, retirement, etc.) associated with all project personnel.
* Staff Travel – all costs such as mileage reimbursement, per diem, lodging, transportation, etc. Travel costs must comply with state travel reimbursement rates.
* Staff Training – costs associated with conference registration fees, workshop or seminar fees, and reimbursable employee training and education costs (i.e. tuition/fees as allowed by personnel policies.
* Temporary Staffing – costs associated with any temporary staffing.
* Other – other personnel costs not included in any of the line-items above. Such costs must be individually listed and explained in the Budget Narrative.

**Non-Personnel Costs**

* Insurance – costs of all required insurances (excludes insurance under Personnel Costs): general liability, directors, and officers, auto, property, fidelity bond, etc.
* Contractual Services – costs for professional services such as accounting, payroll, audit, legal, consulting, etc.
* Advertising – costs associated with the advertising for job vacancies, procurements, legal or public notices.
* Outreach/Marketing – costs associated with customer outreach and marketing materials.
* Subscriptions/Dues/Memberships – fees and dues associated with membership in professional organizations and the costs for any subscriptions (i.e. newspapers, magazines). The cost of membership in an organization substantially engaged in lobbying is unallowable.
* Postage/Delivery/Shipping – cost of postage, shipping, and courier services.
* Printing/Reproduction – costs associated with any outside printing, binding, or reproduction of materials.
* Consumable Supplies/Materials – cost of all consumable office supplies and materials used by program staff.
* Communications – cost of cell phones, pagers, and other personnel communication devices used by staff.
* Equipment Lease/Rental – cost of any leased or rented equipment. Such costs must be individually listed and explained in the Budget Narrative.
* Other – any other non-personnel costs not already included in the above line-items. Such costs must be individually listed and explained in the Budget Narrative.

**Contractual Services** – includes other contractual professional services.

* Accounting/Bookkeeping – expenses related to any outside accounting or bookkeeping services.
* Audit Services – expenses related to annual audit, including the cost of preparing IRS Form 990, if applicable.
* Legal Services – expenses related to outside legal services.
* Consulting Services – expenses related to professional consulting services.
* Other Professional Services – identify any other professional services not included in the above line-items. Such costs must be individually listed and explained in the Budget Narrative. This could include such things as payroll services or fees paid to a professional employment organization (PEO).

**Indirect Costs** – indirect costs are allowable only if the proposer 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. A proposer may not charge both Indirect and a Management Fee. Indirect costs are calculated on program operation costs (does not include direct care or quality). Proposer may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) if this is used across all of their federal awards.

**Management Fee** – allowable line-item only if the bidder cannot itemize costs and is proposing a management fee. Bidder may not charge both Indirect and a Management Fee. Management fee is calculated on program operation costs (does not include direct care or quality).

**Profit/Incentive Bonus** – profit is an allowable line-item only if the proposer is a for-profit entity. An incentive bonus is an allowable line-item only if the proposer is a non-profit entity. Profit and/or incentive bonus is subject to negotiation. This calculation is a percentage of program operation costs (does not include director care or quality).

**Quality** – this is a lump sum amount for costs such as wage supplements for child care provider staff, tuition reimbursement for child care provider staff, materials and supplies for child care centers, child care staff trainings (workshops, seminars, conferences), etc.

**Matching/In-Kind Provided** – Use to report any matching or in-kind to be provided. Such costs should be individually listed and explained in the Budget Narrative.

1. Budget Form C - Budget Narrative – is used to explain the purpose of each line-item in the proposed Line-Item Budget and provide a breakout showing the exact amount of each cost item and how it was calculated. Such information is necessary for the Board to determine if budgeted costs meet its standards of “reasonable, necessary, allowable, and allocable”. For each item, explain the purpose of the expense as it relates to the proposed activities, and how the exact amount of that cost was calculated. For example, if costs of Staff Travel/Per Diem are included, an explanation should include staff positions involved, purpose of travel, and method of computing expense.
2. Budget Form D – Salary Allocation Plan – provides sufficient back-up for “Salaries” under Personnel Costs in the Line-Item Budget. List, by title, all positions necessary for the operation and management of the CCS program.
3. Budget Form E - Proposed Profit/Incentive Bonus Worksheet – complete Budget Form E if any profit and/or an incentive bonus is being requested. The amounts requested and the justifications given for the request will be considered in the RFP evaluation process.

# PART 6 – EXHIBITS AND ATTACHMENTS

### EXHIBIT 1 – Funding Estimates (10/1/24 – 9/30/25)

Funding estimates are provided for planning purposes only. Final contract funding is subject to change.

|  |  |  |  |
| --- | --- | --- | --- |
| **Funding Source** | **Amt. Designated for Quality** | **Amt. Available for Program\*** | **Total Funding Estimate** |
| Child Care Development Fund (CCF) |  | $30,000,000 | $30,000,000 |
| Child Care Local Match (CCM) | $ 325,000 | $3,500,000 | $3,825,000 |
| TX Dept of Family and Regulatory Services (CCP) |  | $2,000,000 | $2,000,000 |
| Travis County – Continuity of Care |  | $700,000 | $700,000 |
| City of Austin – Continuity of Care |  | $700,000 | $700,000 |
| TX Rising Star Program | $1,500,000 | $1,100,000 | $2.600,000 |
| QC3 Project | $ 550,000 |  | $550,000 |
| United Way Position  TX School Ready Position |  | $35,000  $250,000 | $35,000  $250,000 |
| **TOTAL** | $2,375,000 | $38,285,000 | $40,660,000 |

\*Amounts include funding for direct care.

### EXHIBIT 2 – Terms and Definitions

1. Bidder - is an interested party and probable respondent to the RFP.
2. Board - refers to the Workforce Solutions Capital Area Workforce Board, the designated entity for the Austin/Travis County area to receive and administer federal and state workforce funds allocated to the local area.
3. Child Development Associate (CDA) – a credential awarded to a candidate who completes the required number of hours of training and demonstrates the required knowledge and skills.
4. CCDF - means the Child Care Development Fund; a funding source for child care services
5. Child Care Services (CCS) - a program that subsidizes child care for low-income families, enabling parents to work or attend education/training activities. Also supports quality care/early childhood development activities.
6. Child Care Providers - are providers of child care that enter into an agreement with the CCS contractor to provide child care for CCS referred children.
7. Child Protective Services (CPS) - is a division of the Texas Department of Family and Protective Services that protects children from abuse, neglect or exploitation.
8. Choices - is a service delivery model developed by TWC with the primary emphasis on the employment of adult welfare recipients, including a “work first” strategy with private, unsubsidized employment at the earliest opportunity.
9. Contractor - refers to an entity that signs a contract to receive financial compensation from the Board to manage/operate Board programs, projects or parts thereof. A contract established a legal obligation to perform the services specified for agreed upon costs.
10. Cost Principles - refers to standards for determining costs for federal awards carried out through cost reimbursement contracts that require funds to be reasonable, allowable and allocable. These principles are defined as follows:

* Reasonable/Necessary Cost - A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration shall be given to:
* Whether the cost is a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award;
* The restraints or requirements by such factors as generally accepted sound business practices, arms-length bargaining, Federal and State laws and regulations, and terms and conditions of the award;
* Whether the individuals concerned act with prudence, considering their responsibilities to the organization, employees, clients, the public at large, and the Government; and
* Are consistent with established practices of the organization and do not unjustifiably increase the award costs. Reasonableness of costs may be established by comparison with other proposals (best price-same product), local data, comparison with historical in-house costs, and/or comparison with similar market costs.
* Allowable Costs - To be allowable, a cost must be necessary and reasonable for the proper and efficient administration of the program, be allocable thereto under these principles, and except as provided herein, not to be a general expense required to carry out the general (i.e. non Workforce Solutions Child Care Services) business of the contractor. Costs charged to the program shall be consistent with those normally allowed in like circumstances in on-federally sponsored activities and with applicable state and local law, rules and regulations.
* Allocable Costs - A cost is allocable to a particular cost objective, such as a grant, contract, project, service, or other activity, in accordance with the relative benefits received. A cost is allocable to a Federal award if it is treated consistently with other costs incurred for the same purpose in like circumstances and if it: a) incurred specifically for the award; b) benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or c) is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown. Any cost allocable to a particular award or other cost objective under these principles may not be shifted to other Federal awards to overcome funding deficiencies, or to avoid restrictions imposed by law or by the terms of the award.

1. DFPS - refers to the Texas Department of Family and Protective Services.
2. Eligible Families/Parents - means families/parents that meet eligibility requirements for child care services as established by TWC.
3. Financial Manual for Grants and Contracts (FMGC) - is a TWC manual that provides uniform administration and financial system guidelines to be followed in operating and administering all federal or state programs funds through TWC.
4. Grant - means funds awarded from a specific funding awarded to the Board by TWC, an agency of the State of Texas.
5. Historically Underutilized Business (HUB) - is a business at least fifty percent owned and operated by minority group members, as defined by State law. Federal regulations define Disadvantaged Business Enterprises (DBE) and Minority or Women Owned Business Enterprises (MWBE) as a publicly traded or privately owned business, at least fifty-one percent of which is owned by minority group members determined to be disadvantaged. Female owners or female owned businesses are considered to qualify as minority business enterprises. The Board recognizes HUBs certified by State authorized entities.
6. Inclusion Services - are services provided to children with disabilities (functional needs). Inclusion customers need help performing major life activities or tasks within the typical chronological ranges of development.
7. Local Match (CCM) - refers to financial support pledged under agreements with community partners to be used as match in order to draw down additional federal funds.
8. Networking - refers to the exchange of information by community groups about their resources.
9. Proposal - means a response (bid or proposal) to a Request for Proposal.
10. Proposer - refers to an interested party and probable respondent to an RFP.
11. Regulations - means those rules, regulations and their amendments, promulgated by a Federal agency and/or TWC or other specific funding sources made available to the Board.
12. Relative Care - is the choice of a parent to select a provider who is a specific relative of the child (an individual at least 18 years of age and is, by marriage, blood relationship, or court decree a grandparent, great-grandparent, aunt or uncle, or a sibling who does not reside in the home with the other children) and is “Listed” with Child Care Licensing.
13. Respondent - means an entity that submits a proposal in response to an RFP.
14. Request for Proposal (RFP) - refers to a competitive solicitation or procurement of services.
15. State - means the Texas Workforce Commission (TWC).
16. Supplemental Nutritional Assistance Program (SNAP) Employment & Training is a program to assist recipients of food benefits (formerly referred to as Food Stamps) by entering employment and training activities which promote long-term self-sufficiency.
17. Temporary Assistance to Needy Families (TANF) is a program provided through the Texas Department of Human Services to persons meeting certain residency, income and resource criteria as provided under the federal Personal Responsibility and Work Opportunity Reconciliation Act and the Temporary Assistance for Needy Families block grant.
18. Texas Early Education Model (TEEM) and Texas School Ready (TSR!) Projects are state-mandated efforts to improve the readiness of children entering kindergarten through collaboration between child care, Head Start, and school districts.
19. Texas Health and Human Services Commission (HHSC) is the state agency responsible for providing social, financial, and medical services to low-income families and children through funding from federal, state and local funds.
20. Texas Rising Star Provider Program (TRSP) is a program that offers contracted providers of child care the opportunity to participate in a voluntary plan to improve the quality of child care by meeting program criteria that exceed Minimum Standards for Child Care Licensing.
21. Texas Workforce Commission (TWC) is the State agency that is responsible for the State’s workforce development programs, including Child Care Services.
22. The Workforce Information System for Texas (TWIST) is the TWC automated Management Information System for all workforce development programs, including Child Care Services.
23. Workforce Solutions/Workforce Solutions Capital Area (WFSCA) – means the Workforce Solutions Capital Area Workforce Board, the local entity designated to receive and administer workforce funds allocated to the Au
24. Workforce Solutions Career Centers - refers to one-stop service centers administered by the Board and operated by an independent contractor that offer comprehensive employment and training services in one location.
25. ARPA – American Rescue Plan Act
26. CCS – Child Care Development Fund (CCDF)
27. CCIS – Child Care Industry Support
28. QC3 – Quality Child Care Collaborative
29. TC Navigator – Travis County Navigator
30. TRS Quality – Texas Rising Star
31. TSR – Texas School Ready
32. United Way – United Way for Greater Austin

### EXHIBIT 3 – Proposer Inquiry and Appeal Process

Policy Statement

Workforce Solutions Capital Area Workforce Board (Board) is the responsible authority for handling complaints, disputes or protests regarding the procurement and proposal selection process at the local level. No protest shall be submitted to the grantor (State) until all administrative remedies at the Grantee (Board) level have been exhausted. This includes, but is not limited to: disputes, claims, protests of selection or non-selection for award, source evaluation or other matters of a contractual or procurement nature. Matters concerning violations of law shall be referred to such authority as may have proper jurisdiction. All proposers will be notified in writing of the final results of the procurement process within fifteen (15) working days following the final decision of the board.

Policy/Procedure for Submitting Appeals

This policy shall apply to appeals by service providers that have applied for an award of grant funds from the Board pursuant to any federal, state or local funded program or activity.

Issues Subject to Appeal

Vendors/proposers/bidders (“Bidder”) affected by procurement actions or decisions of the Board may appeal pursuant to this policy and procedures as to the following issues:

1. The action or decision of the WFSCA is alleged by the Bidder to be in violation of applicable federal and/or state law, regulation or policy regarding procurement and selection; or
2. The action or decision of the WFSCA is alleged by the Bidder to be based upon an error of material and relevant fact(s); or
3. The action or decision of the WFSCA is alleged by the Bidder to be invalid because of an alleged denial of procedural due process (i.e. failure to review a complaint or protest).

Issues NOT Subject to Appeal

1. Unless substantiated by material and relevant fact(s), the scoring and ranking of proposals is not subject to appeal.
2. An appeal cannot be submitted based solely on the belief that the appealing party believes their proposal is better than the one selected for contract award.

Proposers who wish to protest a decision must utilize the following process:

1. **Step 1. Requests for Debriefing** – Proposers not selected by this procurement process may appeal the Board decision by submitting, within fifteen (15) working days of the receipt of the 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 Request for Debriefing must be sent by registered mail or hand delivered (please request a receipt) clearly identified externally as “Dated Material” and addressed to:

Tamara Atkinson, Chief Executive Officer

Workforce Solutions Capital Area

9001 N IH 35, Suite 110E

Austin, Texas 78753

The Board shall acknowledge receipt of the Request for Debriefing in writing within three (3) business days of receipt, along with the date and time of the scheduled Debriefing. The Debriefing shall be scheduled, as soon as possible, and no later than fifteen (15) business days from the receipt of the Request for Debriefing.

1. **Step 2. Debriefing** – The purpose of the debriefing is to promote the exchange of information. In the debriefing the respondent will obtain information on the procurement process, including the proposal evaluation process. Materials provided in the debriefing include a blank copy of the proposal scoring sheet used by readers, spreadsheet of rankings provided to the Board of Directors, and written third-party evaluators’ comments. Board staff will meet with the appealing party and review how the appealing party’s proposal or bid was scored or ranked.
2. **Step 3. Written Notice of Appeal** – If, after the Debriefing, the appealing party wishes to initiate 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 the funding decision being appealed (i.e. specific date of the RFP, or the Workforce Board of Directors’ action). The appeal should also include the name, address, and phone number of the appealing party(s); and specify the grounds of the appeal, including evidence to substantiate the grounds.

A Notice of Appeal must be received by the Board within ten (10) days of receipt of the Board debriefing meeting. All appeals must be filed with and received by the Office of the Chief Executive Officer of the Board during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., CST). Any appeal received after 5:00 p.m. shall be deemed filed on the next business day. The failure of a bidder to file a timely appeal in accordance with this policy shall be deemed as a waiver of the Bidder’s right to appeal or otherwise challenge any action or decision of the Board and the action or decision of the Board shall be deemed final in all respects. The Notice of Appeal must be sent by registered mail or hand delivered (please request a receipt) clearly identified externally as “Dated Material” and addressed to:

Tamara Atkinson, Chief Executive Officer

Workforce Solutions Capital Area

9001 N IH 35, Suite 110E

Austin, Texas 78753

Telefax, Facsimile, or E-mail notices will not be accepted at any stage of the appeals process. The appealing party is solely responsible for the timely submission/receipt of the notice of appeal to Board. Failure to follow the requirements of this policy shall be deemed as a waiver of the appealing party’s right to an appeal and the action or decision of the Board shall be deemed final in all respects.

All Appeals must contain the following information:

1. Identification of the specific procurement being appealed;

2. The contact name, address, phone, and e-mail address of the appealing party;

3. The specific grounds for the appeal;

4. A detailed statement of all disputed issues of material and relevant facts surrounding the action/decision taken and the alleged violations as a result of such action/decision;

5. A copy of any documents(s) upon which the Bidder relies to support their contention that the action/decision of the Board should be reversed or modified;

6. A request for a hearing; and

7. A statement of relief sought by the Bidder.

Written acknowledgement of receipt of the Notice of Appeal will be provided to the appealing party within ten (10) business days of the receipt of the Notice of Appeal. The Board shall provide the appealing party with the date and time of the next step, the Informal Hearing.

1. **Step 4. Informal Hearing** *–* An Informal Hearing will be held at the offices of Workforce Solutions Capital Area within fifteen (15) business days of the receipt of the Notice of Appeal. The Executive Director’s designee shall act as the Hearings Officer and will meet with the appealing party to discuss specific concerns and grounds for the appeal that were identified in the Notice of Appeal. The Board and the appealing party shall seek in good faith to resolve any or all of the issues identified in the appeal. Failure of the appealing party to attend or participate in good faith in the Informal Hearing shall be deemed as a waiver of the appealing party’s right to a Formal Hearing and the action or decision of the Board shall be deemed final in all respects. The Hearing Officer may recommend to the Board’s Executive Director 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 in writing with the decision/action of the Hearing Officer, the appeal shall be ended at this point.
2. **Step 5.** **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 fifteen (15) business days from the date of the Informal Hearing of the intent to proceed with the appeal. A request for a Formal Hearing must be made in writing and delivered to the Board pursuant to the instructions for submitting written notices of appeals in Step 3 above. The Request for Formal Appeal must state the specific grounds for the appeal and the remedy(ies) requested. Within fifteen (15) 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 the next step – the Formal Hearing.
3. **Step 6. Formal Hearing** – The Formal Hearing shall be conducted within fifteen (15) business days of the date of the Request for Formal Hearing. An independent Hearing Officer selected by the Executive Director will conduct the Formal Hearing of the appeal. The Hearing Officer will deal only with those issues identified in the original notice of appeal. 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 Board staff or the appealing party. After full review, the Hearing Officer will render his/her decision no later than fifteen (15) business days from the date of the Formal Hearing. The Hearing Officer’s decision shall be provided to both parties in writing.

The recommendation/decision of the Hearing Officer shall be presented to the Workforce Solutions Capital Area Board of Directors for consideration and possible action at its next scheduled meeting, in the event the Hearing Officer sides with the appealing party. The Board is NOT obligated to accept the Hearing Officer’s decision and/or recommendations. The Board’s decision shall be considered final, and the end of the appeals process at the local level.

A postponement or continuance of the Informal Resolution Conference and/or Formal Hearing may be granted to the appealing party only upon written request filed with the Office of the Chief Executive Officer of the Board not less than three (3) calendar days (unless in cases of emergency) prior to the scheduled date of the Informal Resolution Conference and/or Formal Hearing. Such a request shall specify the reason(s) for the request for postponement or continuance. Requests for a postponement or continuance may be submitted in person, by fax or e-mail to the Office of the Chief Executive Officer of the Board. If a postponement or continuance is granted, the Informal Resolution Conference and/or Formal Hearing will be rescheduled at a date acceptable to the Hearing Officer, the Board and the appealing party.

The final outcome of an appeal at the local level shall be disclosed to the Texas Workforce Commission (TWC).

*Miscellaneous* – In all instances, information regarding protest/dispute will be disclosed to the Texas Workforce Commission (TWC). TWC’s Financial Manual for Grants and Contracts provides for limited appeals of any local decision.

### EXHIBIT 4 – Child Care Provider Information (As Of 1/31/24)

**Regulated Providers Participating -**

**Licensed Centers (LCCC): 304**

**Licensed Child Care Homes (LCCH): 23**

**Registered Child Care Homes (RCCH): 13**

**Total Active Providers: 340**

**Quality Rated (TRS) Licensed Centers (LCCC) –**

**4 Star: 98**

**3 Star: 33**

**2 Star: 5**

**Entry Level: 164**

**Quality Rated (TRS) Licensed Child Care Homes (LCCH):**

**4 Star: 10**

**3 Star: 3**

**2 Star: 0**

**Entry Level: 10**

**Quality Rated (TRS) Registered Child Care Homes (RCCH):**

**4 Star: 1**

**3 Star: 0**

**2 Star: 0**

**Entry Level: 12**

### EXHIBIT 5 – Current Contractor Staffing Levels

|  |  |
| --- | --- |
|  |  |

Total Number of Staff: 66.03

|  |  |  |
| --- | --- | --- |
| **Position/Title** | **No.** | **Source of Funding** |
| Accounts Payable Specialist | 2 | 100% CCS Program |
| Accounts Payable Specialist Lead | 1 | 100% CCS Program |
| Behavior & Inclusion Support Specialist | 1 | 100% CCS Program |
| Business Operations and Innovation Specialist | 1 | 100% CCS Program |
| Child Development and Early Education Manager | 1 | 75% CCS Program, 25% TRS Quality |
| Customer Eligibility Supervisor | 1 | 100% CCS Program |
| Customer Information and Resource Supervisor | 1 | 100% CCS Program |
| Early Care and Education Industry Support | 1 | 100% CCIS |
| Early Care and Education Specialist TSR Lead | 1 | 100% TSR |
| Early Care and Education Specialist/Mentor | 12 | 91.71% TRS Quality, 8.29% QC3 |
| Early Care and Education Specialist/TSR Coach | 2 | 100% TSR |
| Early Care and Education Supervisor | 2 | 75% CCS Program, 12.45% QC3, 12.55% United Way |
| Family & Community Engagement Supervisor | 1 | 100% ARPA |
| Family Services Manager | 1 | 100% CCS Program |
| Information and Resource Specialist | 9 | 100% CCS Program |
| Information and Resource Specialist (Part-time) | 0.5 | 100% CCS Program |
| Information and Resource Specialist Lead | 2 | 100% CCS Program |
| Information and Resource Specialist Navigator Lead | 1 | 100% CCS Program |
| Information and Resource Specialist/CC Navigator | 4 | 12.5% CCS Program, 37.5% TC Navigator, 50% ARPA |
| Intake Eligibility Specialist | 13 | 100% CCS Program |
| Intake Eligibility Specialist Lead | 1 | 100% CCS Program |
| Operation Support Specialist | 1 | 100% CCS Program |
| Operations Manager | 1 | 79.99% CCS Program, 20.01% United Way |
| Program Director | 1 | 100% CCS Program |
| Provider Services Specialist | 3 | 100% CCS Program |
| Area Director | 0.25 | 100% CCS Program |
| Budget Analyst | 0.15 | 100% CCS Program |
| Business and Data Analysis Manager | 0.15 | 100% CCS Program |
| Data Analyst | 0.5 | 100% CCS Program |
| Operations Coordinator | 0.05 | 100% CCS Program |
| Quality Assurance & Process Improvement Analyst | 0.33 | 100% CCS Program |
| Senior Director | 0.1 | 100% CCS Program |

### ATTACHMENT A – Letter of Intent to Bid

**LETTER OF INTENT TO BID**

**E-Mail To:** wfs.procurements@wfscapitalarea.com

WFS Procurements

Workforce Solutions Capital Area

9001 N IH 35, Suite 110E

Austin, TX 78753

**Reference:**  *Request for Proposal for the Operation and Management of CCS Program*

Release Date: **March 19, 2024**

This is to notify you that it is our intent to submit a proposal in response to the above referenced RFP. The individual to whom information regarding this RFP should be transmitted to is:

**Contact Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Company:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**City, State & Zip:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone Number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Proposer Email Address**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**E-mail Addresses of all attending virtual bidder’s conference:** \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Signature of Representative Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Typed Name & Title of Representative**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Typed Name of Company**

This Letter of Intent to Bid must be received on or before **1:00 p.m., CST, April 4, 2024**. Proposals will NOT be accepted from proposers who do not submit this letter by the required deadline.

### ATTACHMENT B – Proposal Cover Sheet

|  |  |
| --- | --- |
| **Legal Name of Proposing Entity** |  |
| **Mailing Address** |  |
| **Physical Address (if different than mailing)** |  |
| **Primary Contact Name and Title** |  |
| **Primary Contact Telephone Number** |  |
| **Contract Signatory Authority & Title** |  |
| **Contact E-mail Address** |  |
| **Federal Tax ID Number** |  |
| **State Comptroller ID Number** |  |
| **Historically Under-Utilized Business?**  **If “Yes”, attach copy of current certification.** | \_\_\_\_ Yes \_\_\_\_ No  Certificate No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Legal/Tax Status of Organization** | \_\_\_ Government Entity  \_\_\_Private, Non-Profit Corporation  \_\_\_Private, For-Profit Corporation  \_\_\_Partnership  \_\_\_Sole Proprietor  \_\_\_Other (specify) |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Date

### ATTACHMENT C – Administrative Management Systems Survey

Please answer the following questions regarding your administrative management systems. If selected for award of a contract, some items listed below may be required to be provided during a pre-award survey prior to the execution of a final contract.

1. Does your organization have current Articles of Incorporation? \_\_\_ Yes \_\_\_ No \_\_\_ N/A
2. Is your organization governed by a Board of Directors or similar governing body? \_\_\_ Yes \_\_\_ No \_\_\_ N/A
3. Does your organization operate under local rules or bylaws? \_\_\_ Yes \_\_\_ No \_\_\_ N/A
4. Does your organization have written personnel policies? \_\_\_ Yes \_\_\_ No
5. Do your written personnel policies provide for:
6. The recruitment, selection and promotion of employees based on ability, knowledge and skills?

\_\_\_ Yes \_\_\_ No

1. Equitable and adequate compensation? \_\_\_ Yes \_\_\_ No
2. Training of employees to assure high-quality performance? \_\_\_ Yes \_\_\_ No
3. Retaining employees based on the adequacy of their performance, and for making adequate efforts for correcting performance issues? \_\_\_ Yes \_\_\_ No
4. Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official capacity/authority for the purpose of interfering with or affecting the result of an election or nomination for office? \_\_\_ Yes \_\_\_ No
5. The fair treatment of applicants and employees in all aspects of employment without regard to race, color, national origin, sex, age, political affiliation or belief, religion or creed, or disability? \_\_\_ Yes \_\_\_ No
6. Are you willing to revise your personnel policies to include these provisions? \_\_\_ Yes \_\_\_ No
7. Does your organization have a designated Equal Opportunity Officer? \_\_\_ Yes \_\_\_ No

If yes, provide the name and title of that individual: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Do your written personnel policies contain a prohibition against nepotism? \_\_\_ Yes \_\_\_ No
2. Do your written personnel policies contain a prohibition against employees using their positions for private gain for themselves or other parties? \_\_\_ Yes \_\_\_ No
3. Does your organization conduct background checks on employees (new hires)? \_\_\_ Yes \_\_\_ No
4. Does your organization have written travel policies for employees and authorized agents that provides for mileage reimbursement and per diem at a specified rate? \_\_\_ Yes \_\_\_ No
5. Does your organization have written employee grievance procedures used to resolve employee complaints? \_\_\_ Yes \_\_\_ No
6. Does your organization have a complaint or grievance process for customers? \_\_\_ Yes \_\_\_ No
7. Does your organization have an internal monitoring system and procedures? \_\_\_ Yes \_\_\_ No
8. Does your organization have an EEO/Affirmative Action Plan? \_\_\_ Yes \_\_\_ No
9. Does your organization have a current disaster recovery plan? \_\_\_ Yes \_\_\_ No
10. Does your organization have a State Comptroller Vendor Number? \_\_\_ Yes \_\_\_ No \_\_\_ N/A
11. Do you operate as a “Managing Director” model? \_\_\_ Yes \_\_\_ No

If yes, what is the name and address of the PEO that you currently use: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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I certify that the information provided on this form is true and accurate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization

### ATTACHMENT D – Fiscal Management Survey

Answer the following questions regarding your organization’s fiscal management system. If selected for award of a contract, some items listed below may be required to be provided during a pre-award survey prior to the execution of a contract with the Board. Modifications to systems may be required to meet regulatory requirements.

1. Describe the accounting system you currently have in place (i.e. accrual, cash, modified accrual).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Can your accounting system provide for financial reports on an accrual basis? \_\_\_Yes \_\_\_No
2. Is your organization audited on at least an annual basis by an independent auditor? \_\_\_ Yes \_\_\_No
3. Does your organization certify that there are no contingencies, outstanding liabilities, or litigation that could affect your organization’s financial position during the life cycle of a contract? \_\_\_ Yes \_\_\_ No. If no, please explain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Does your organization stay current with payment of its liabilities, loans, taxes, etc.? \_\_\_ Yes

\_\_\_ No

If no, please explain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Is your organization able to obtain credit when or if needed? \_\_\_ Yes \_\_\_ No

If no, please explain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Has your organization been audited by the IRS in the past two years? \_\_\_ Yes \_\_\_No \_\_\_N/A

If yes, have all discrepancies cited in the audit been resolved? \_\_\_ Yes \_\_\_ No If no, please describe the discrepancies or impact of the audit on your financial position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Do you have access to the applicable federal and state laws, regulations and rules? \_\_\_ Yes \_\_\_ No
2. Do you have access to the Texas Workforce Commission’s Financial Manual for Grants and Contracts? \_\_\_ Yes \_\_\_ No
3. Does your organization have written accounting policies and procedures? \_\_\_ Yes \_\_\_ No
4. Do you have an indirect cost plan with current approval by a cognizant entity? \_\_\_ Yes \_\_\_ No \_\_\_ N/A
5. Does your accounting system provide you with adequate information to prepare a monthly financial report? \_\_\_ Yes \_\_\_ No
6. Are all expenditures that are reported or billed as Workforce Solutions costs reconciled with your general ledger? \_\_\_ Yes \_\_\_ No

If no, please explain why such expenditures are not reconciled to your general ledger: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Is your general ledger kept up-to-date and balanced at least monthly? \_\_\_ Yes \_\_\_ No

If not monthly, please specify the frequency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Are financial statements reviewed by executive management and/or a board or corporate officers?

\_\_\_ Yes \_\_\_ No If no, please explain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Do you maintain a separate general ledger account for:
2. Deposits for each contract’s funds? \_\_\_ Yes \_\_\_ No
3. Disbursements of each contract’s funds? \_\_\_ Yes \_\_\_ No
4. Is your accounting system automated? \_\_\_ Yes \_\_\_ No

If yes, identify the automated system used: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If no, skip to question #21

1. How is the accounting system secured and/or protected? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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2. Are there controls to provide reasonable assurance that transactions are not lost, duplicated, or added before and after data entry and editing? \_\_\_ Yes \_\_\_ No
3. Is the data entered into the accounting system verified? \_\_\_ Yes \_\_\_ No

If yes, explain how the verification is done: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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1. Are all checks pre-numbered and accounted for? \_\_\_ Yes \_\_\_ No

If no, please explain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Is there any additional review or special approval required for checks exceeding a specific dollar amount? \_\_\_ Yes \_\_\_ No

If yes, specify the dollar limit, name(s) and title(s) of responsible staff: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Are voided checks marked “VOID” to prevent reuse? \_\_\_ Yes \_\_\_ No
2. Are voided checks kept with cancelled checks? \_\_\_ Yes \_\_\_ No
3. Are unused checks adequately safeguarded? \_\_\_ Yes \_\_\_ No

Describe how unused checks are safeguarded: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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1. If a check-signing machine is used, are the signature plates adequately safeguarded? \_\_\_ Yes

\_\_\_ No

Describe how signature plates are safeguarded: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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1. Is the drafting of checks to “Cash” prohibited? \_\_\_ Yes \_\_\_ No
2. Is the practice of signing blank checks prohibited? \_\_\_ Yes \_\_\_ No
3. Are all disbursements approved prior to payment? \_\_\_ Yes \_\_\_ No
4. Are all disbursements (excluding petty cash) made by check? \_\_\_ Yes \_\_\_ No
5. Will the bank in which you deposit contract funds insure the account(s) or put-up collateral or both, equal to the largest sum or money which would be in such bank account(s) at any one point in time during the contract period? \_\_\_ Yes \_\_\_ No
6. Do you make monthly reconciliations of your bank accounts? \_\_\_ Yes \_\_\_ No

If no, explain how often they are reconciled: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Is the person who does the bank reconciliations the same person who performs the recordkeeping for receipts, deposits, disbursements and transactions? \_\_\_ Yes \_\_\_ No

If no, identify the person(s) responsible: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
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1. Do you record your cash receipts and disbursements daily? \_\_\_ Yes \_\_\_ No
2. Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g. by sequential pre-numbering, by entry in a register, etc.)? \_\_\_ Yes \_\_\_ No \_\_\_ N/A
3. Are supporting documents (invoices, receipts, approvals, receiving reports, etc.) maintained for each disbursement and/or clearly referenced for easy location and retrieval? \_\_\_ Yes \_\_\_ No
4. Do supporting documents accompany checks for the check signer’s signature? \_\_\_ Yes \_\_\_ No
5. Are supporting documents marked when paid to prevent reuse or duplication of payment? \_\_\_ Yes \_\_\_ No
6. Are invoices marked to identify allocation of payment? \_\_\_ Yes \_\_\_ No
7. Do you have procedures in place to identify costs and expenditures not allowable under federal and/or state regulations or Workforce Solutions contract? \_\_\_ Yes \_\_\_ No
8. Do you have a fidelity bond on employees in appropriate positions (e.g. handing cash, responsible for inventory, etc.)? \_\_\_ Yes \_\_\_ No

If yes, what is the amount of the fidelity bond? $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. If certain costs are determined to be disallowed, does your organization have a procedure or non-contract funding source for reimbursing such costs to the Board? \_\_\_ Yes \_\_\_ No

If yes, describe your procedures and identify funding source(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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If no, how would you repay such costs: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Do you have written procedures and internal controls for the purchase/procurement of goods and services?

\_\_\_ Yes \_\_\_ No

1. Is a competitive bid process incorporated into your purchasing procedures for the acquisition of subcontracts, major goods and services, etc.? \_\_\_ Yes \_\_\_ No
2. Is there a person who is responsible for the receipt of purchased goods? \_\_\_ Yes \_\_\_ No
3. Does this person immediately assign, upon receipt, an inventory number to the required items? \_\_\_ Yes \_\_\_ No
4. Do you perform an inventory of all property at least once a year? \_\_\_ Yes \_\_\_ No
5. Do you maintain records on all property acquisition, disposition and transfer? \_\_\_ Yes \_\_\_ No
6. Is documentation (e.g. time sheets) properly kept in support of each payroll disbursement? \_\_\_ Yes \_\_\_ No
7. Are records maintained to support authorized leave? \_\_\_ Yes \_\_\_ No
8. Are you current with your payroll taxes? \_\_\_ Yes \_\_\_ No

If no, please explain: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Does the amount of salary paid to each employee agree with approved budgets and payroll authorization forms? \_\_\_ Yes \_\_\_ No
2. If only a portion of any employee’s salary will be charged to Workforce Solutions, is that portion supported by an allowable and equitable allocation method? \_\_\_ Yes \_\_\_ No

If yes, please explain the allocation method(s) used: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Does your organization have written travel policies that specify reimbursement rates for mileage and per diem? \_\_\_ Yes \_\_\_ No

1. Are expenditures for travel substantiated by travel vouchers, logs and/or other supporting documentation? \_\_\_ Yes \_\_\_ No

I certify that the information provided on this form is true and accurate.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization

### ATTACHMENT E – Business References

Identify at least three (3) current or former clients for whom you have provided services to that are the same or similar to those solicited in this RFP in the past three (3) years. Workforce Solutions reserves the right to contact references provided.

**Reference 1**

Name of Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Service(s) Provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reference 2**

Name of Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Service(s) Provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Reference 3**

Name of Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Service(s) Provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### ATTACHMENT F – Certification of Bidder

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no Workforce Solutions employee has helped prepare this proposal.

I acknowledge that I have read and understand the requirements and provisions of the RFP and that the organization will comply with applicable local, state and federal regulations, rules and policies. I also certify that I have read and understand the Governing Provisions and Limitations and the Administrative Requirements and Other Limitations presented in this RFP and will comply with the terms.

The person signing this form is on behalf of the respondent certifies and warrants that he/she is legally authorized to sign this proposal and submit it to Workforce Solutions Capital Area and to legally bind the respondent to all terms, performance, and provisions herein set forth.

The undersigned certifies that the statements above are true and correct and understands that making a false statement is a material breach of a contract award and is grounds for contract cancellation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed Name and Title

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Organization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

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City, State, Zip Code

### ATTACHMENT G – Certification Regarding Debarment

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

Subgrantee/Contractor Organization:

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

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by Federal department or agency.

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

|  |  |
| --- | --- |
| Signature of Authorized Official | Title |
| Applicant Organization | Date Submitted |

### ATTACHMENT H – Certification Regarding Drug-Free Workplace

Applicant/Contractor certifies that it will 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 contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;

2. The contractor'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 contract 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 contract, the employee will:

1. Abide by the terms of the statement, and

2. Notify the employer of any criminal drug statutes conviction for a violation occurring in the workplace no later than five working days after such conviction.

E. Notifying the Capital Area Workforce Development Board within 5 days of receipt of notice from employee, under subparagraph D.2.

F. Taking one of the following actions, within 30 days of receipt of 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; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by 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.

1. Certification is a precondition of receiving a new contract after July 1, 1990.

2. This policy does not require drug testing.

3. Costs incurred to comply with the requirements of this policy are allowable costs under the contract.

4. Contractors are not required to pay for rehabilitation programs for employees.

5. The requirements of this policy must be in place and certification must be made to the Capital Area Workforce Board at the time that the contract is executed.

6. Alcohol is not covered by this policy.

CONTRACTOR STATEMENT OF COMPLIANCE WITH THE DRUG FREE WORKPLACE ACT OF 1988

Contractor will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the contractor's premises or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with the policy.

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Signature Date

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Typed Name and Title

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Organization

### ATTACHMENT I – Certification Regarding Lobbying

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

The undersigned certifies, to the best of his or her knowledge and belief, 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.

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### ATTACHMENT J – Certification Regarding Conflict of Interest

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

(1) No manager, employee or paid consultant of the Proposer is a member of the Board, the Executive Director, or an employee of Workforce Solutions;

(2) No manager or paid consultant of the Proposer is married to a member of the Board, the Executive Director, or an employee of Workforce Solutions;

(3) no member of the Board, the Executive Director or employee of Workforce Solutions owns or controls more than a 10 percent interest in the Proposer;

(4) No spouse or member of the Board, Executive Director or employee of Workforce Solutions is a manager or paid consultant of the Proposer;

(5) no member of the Board, the Executive Director or employee of Workforce Solutions receives compensation from Proposer for lobbying activities as defined in 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 Workforce Solutions and shall immediately refund to Workforce Solutions 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 Workforce Solutions relating to that contract.

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Signature Date

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Organization

### ATTACHMENT K – Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, State agencies may not award grants to for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this grant award is current in its franchise taxes, must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolutions, to sign the grant award for the corporation.

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

Indicate the certification that applies:

\_\_\_ 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.

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Signature Date

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Organization

### ATTACHMENT L– Certificate of Compliance with Texas Family Code 231.006 Regarding Payment of Child Support

Pursuant to 231.006, Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provider property, materials or services.

The undersigned authorized representative of the respondent hereby certifies that the individual or business entity named in the proposal is not ineligible to receive payments based on Texas Family Code 231.006 and acknowledges that a contract may be terminated, and payment may be withheld if this certification is not true and accurate.

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Signature Date

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Organization

## ATTACHMENT M - STATE ASSESSMENT CERTIFICATION

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

The firm or individual certifies that:

Is 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.

Signature and Date

Type Name and Title

## ATTACHMENT N – SAFEGUARDS FOR TWC INFORMATION

The Board, Board staff, and subrecipients shall comply with these safeguards:

1. Safeguards: Maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information. Board shall assure that Board staff, Board subrecipients, Board contractors and Board subcontractor staff comply with all safeguards and responsibilities of TWC Information Technology Security Guidelines and this Attachment A. Board shall be responsible for compliance by Board staff, Board subrecipients, Board contractors and Board subcontractor staff and shall be liable for any damages resulting from failure by Board staff, Board subrecipients, Board contractors or Board subcontractor staff to comply with these safeguards.

“TWC Information” means records maintained by the Agency, and records obtained by Board, Board staff, Board contractor, and Board subcontractor staff from the Agency under this Agreement, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Board, Board staff, Board contractor, or Board subcontractor staff have converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Board, Board staff, Board contractor, or Board subcontractor staff records, files, or data compilations.

1. Monitoring: Monitor its Users’, including Board staff, Board subrecipients, Board contractors and Board subcontractor staff, access to and use of TWC Information, and shall ensure that TWC Information is used only for the limited purpose of fulfilling Board obligations under this Agreement (limited purpose). The Board shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Agreement. The Board shall require that all Board subrecipients monitor access to and use of TWC Information by Board subcontractor staff.
2. Storage and Protection: Board, Board staff, Board subrecipient, Board contractor and Board subcontractor staff shall store and process TWC Information in a place physically secure from access by unauthorized persons by any means.
3. Access: Board, Board staff, Board subrecipient, Board contractor and Board subcontractor staff shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.
4. Instruction: Board, Board staff, Board subrecipient, Board contractor and Board subcontractor staff shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603, Texas Labor Code § 301.85, and 40 TAC Chapter 815, as well as the sanctions specified in this Agreement and under state and federal law for unauthorized use or disclosure of TWC Information. Board acknowledges that all personnel who will have access to TWC Information have been instructed as required.
5. Disposal: Board, Board staff, Board subrecipient, Board contractor and Board subcontractor staff shall dispose of TWC Information and any copies thereof after the limited purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Board, Board staff, Board subrecipient, Board contractor and Board subcontractor staff shall dispose of all TWC Information as required by this Agreement and the Board’s written records retention requirements.
6. System: Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment A and the other provisions of this Agreement. The Board and Board contractor shall keep and maintain complete and accurate records sufficient to allow the Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine the compliance by Board and Board contractor with this Agreement.
7. No Disclosure or Release: Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall not disclose or release any TWC Information other than as permitted in this Agreement, without prior written consent of Agency.
8. Unauthorized Disclosure: It is a breach of this Agreement to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
   1. to any subrecipient employee of Board or subrecipient employee of Board subrecipient or any individual not directly employed by Board or Board subrecipient;
   2. to another government entity, including a law enforcement entity; or
   3. to Board or Board subrecipient employees who do not have a need to use TWC Information for the limited purpose under this agreement.
9. Authorized Disclosure: TWC Information may only be disclosed to employees under the direct hiring-and-firing control of Board or Board subrecipient who have a need to use the TWC Information for the limited purpose under this agreement.
10. Security Violation: Board and Board subrecipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Agreement is detected, or if Board or Board subrecipient suspects that the security or integrity of TWC Information has or may have been compromised in any way. The time period for notifying TWC under this section is reduced to one (1) hour for suspected security violations that involve protected health information of a covered under 45 C.F.R. Parts 160, 162, and 164, such as Medicaid Information provided from, by or accessed through the Health and Human Services Commission systems as required by the Health Information and Portability and Accountability Act (HIPAA) and the Health Information Technology Act (HITECH).
11. Breach Notice: In accordance with Texas Business and Commerce Code, Section 521.053 the Board shall provide notification to any individual whose sensitive personal information was, or is reasonably believed to have been, acquired by an unauthorized person.
12. Format: TWC Information is subject to the requirements of this Agreement even if the TWC Information is converted by Board, Board staff, Board subrecipient, Board contractor, or Board subcontractor staff into another format or medium, or incorporated in any manner into Board or Board subrecipient records, files, or data compilations.
13. Access Limited: Board and Board subcontractor shall limit access to TWC Information to their employees who need access to achieve the Limited Purpose.
14. Mobile Device and Removal: Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Board or Board subrecipient facility, without the prior written authorization of Agency.
15. Public Information Act:
    1. Unemployment Information: Under Texas Labor Code § 301.085, individually identifiable information regarding unemployment insurance benefits applicants and recipients and employer tax reported information is not “public information” for purposes of the Texas Public Information Act, Texas Government Code, Chapter 552. Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
    2. Job Matching Services: Individually identifiable information maintained in the WorkInTexas system is not “public information” for purposes of the Public Information Act. Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall not release any individually identifiable information from the WorkInTexas system in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
    3. Education Records: “Student record” as defined in the Family Educational Rights and Privacy Act (FERPA) is not “public information” for purposes of the Public Information Act. Boards, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall not release any “student records” collected, used or maintained in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.
    4. Protected Health Information: Protected health information as defined in Texas Health and Safety Code, Chapter 181 and 45 C.F.R. Parts 160, 162, and 164, such as Medicaid information provided from, by or accessed through the Health and Human Services Commission systems as required by the HIPAA and HITECH, is not subject to release under the Public Information Act. Boards, Board staff, Board subrecipients, Board contractor and Board subcontractor staff shall not release any protected health information except in accordance with law as applicable to the information and shall secure the information consistent with applicable laws.
16. Subpoena: Notify the Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Board or Board subrecipient shall comply with the subpoena handling requirements applicable to the information, including 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information relating to unemployment compensation and employer tax information.
17. Federal Regulation: Comply with all requirements in federal and state law for safeguarding TWC Information, including 20 C.F.R. § 603.9 relating to safeguarding TWC unemployment compensation and employer tax information and insuring its confidentiality. Various federal and state laws and regulations, including but not limited to FERPA, FERPA regulations, HIPAA, HIPAA regulations, and the HITECH Act may also protect TWC.
18. Unauthorized Lookup: Shall not access TWC Information listed under the employee’s Social Security number (SSN) or the SSN of a co-worker, family member, or friend.
19. Screening: Permit access to TWC Information only to employees that the Board or Board subrecipient has determined poses no threat to the security of TWC Information.
20. Internet: Board, Board staff, Board subrecipient, Board contractor, and Board subcontractor staff shall not transmit any TWC Information over the Internet unless it is encrypted using TWC approved encryption standards.
21. No Transfer: Board and Board subcontractor shall not transfer the authority or ability to access or maintain TWC Information under this Agreement to any other person or entity.
22. Resource Access Control Facility (RACF) Manager: The Board shall designate an initial RACF Manager and any subsequent RACF Managers in writing to the Agency. All designated RACF Managers must execute a P-41 Texas Workforce Commission Information Resources Usage Agreement, and complete Security Training and Agency RACF Manager Training (“Manager Training”). The Agency will not authorize access to a designated RACF Manager until Agency RACF Administration has received copies of the designee’s Training Certificate, certificate of completion of Manager Training (“Manager Training Certificate”) and completed a P-41 Texas Workforce Commission Information Resources Usage Agreement. The RACF Manager shall create a written report within fifteen (15) calendar days after the end of each month, listing all Users authorized for online access at any time during the previous month including the unique identifier and work address of each User. The RACF Manager shall immediately terminate access of any User no longer employed by the Board or Board subrecipient or any User whose job responsibilities no longer require access to TWC Information. The RACF Manager shall provide a copy of all reports, and a list of the names, unique identifiers, and work addresses of all current Users, with P-41 Texas Workforce Commission Information Resources Usage Agreements and copies of Training Certificates attached, at any time upon Agency request. A unique identifier may be used on all reports in lieu of SSN provided that the User SSN is available upon request. The Board shall be responsible for ensuring that each RACF Manager complies with the provisions of this Agreement and shall be liable and responsible for all actions of each RACF Manager.

**The RACF Manager shall provide a copy of all reports and a list of external agencies and community partners with P-48 TWC Systems Access and Data Security Report for Other Agencies and Community Partners, at any time upon Agency request.**

## ATTACHMENT O – BOARD GUIDELINES FOR SECURITY

These guidelines provide the minimum acceptable standards for the Texas Cybersecurity Framework control objectives.

### Section 1. Identify

#### 1.1. Privacy and Confidentiality

Ensuring the appropriate security of retained information and approved sharing under defined conditions with required safeguards and assurance. Includes the requirements of HIPAA, Texas Business & Commerce Code, and agency defined privacy policies that include and expand upon regulatory and legal requirements for establishing contractual/legal agreements for appropriate and exchange and protection.

#### 1.2. Data Classification

All data within the Board must be classified and systems must be categorized by the system Owner. The default classification for all electronic data is Confidential.

Data will be classified into one of three groups of sensitivity: Confidential, Board Sensitive or Public. Data must be protected in accordance with the security controls specified for the classification level that it is assigned.

#### 1.3. Critical Information Asset Inventory

Identification and prioritization of all of the Board’s information assets so that they are prioritized according to criticality to the business, so that protections can be applied commensurate with the asset’s importance.

#### 1.4. Enterprise Security Policy, Standards and Guidelines

##### 1.4.1 Acceptable Use

Any TWC provided computer data, hardware, and software is the property of the state. All information passing through the TWC network, which has not been specifically identified as the property of other parties, will be treated as a TWC asset. Unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft of this information is prohibited. Information entrusted to TWC will be protected in a manner consistent with its confidentiality and in accordance with all applicable standards, agreements, and laws. Every information system privilege that has not been explicitly authorized is prohibited. Such privileges will not be authorized for any TWC business purpose until approved in writing.

##### 1.4.2 Data Security Guidelines

The Agency shall provide automated security and security procedures for Agency administered custom applications.

The Agency shall provide standards and guidelines for use of any unsecured networks, such as the public Internet, for transport of confidential data.

Logical and physical access to all information resources (hardware and software) residing in public access areas shall be controlled by the Board, its subrecipients, contractors, subcontractors, or Agency staff as appropriate.

#### 1.5. Control Oversight and Safeguard Assurance

Catalog the security activities that are required to provide the appropriate security of information and information resources throughout the Enterprise. Evaluate the control activities that have been implemented in terms of maturity, scope/breadth of implementation, effectiveness or associated deficiency to assure required protection levels as specified by security policy, regulatory/legal requirements, compliance mandates, or organizational risk thresholds. Ensure that control activities are performed as required and performed in a manner that is auditable and verifiable. Identify control activities that are not implemented or are not effective at achieving the defined control objectives. Oversee the implementation of required controls to ensure ongoing audit readiness and effective control implementations.

#### 1.6. Information Security Risk Management

A risk assessment of the Board’s information and information systems shall be performed and documented.

1. The inherent impact will be ranked, at a minimum, as either "High," "Moderate," or "Low".
2. The frequency of the future risk assessments will be documented.
3. Approval of the security risk acceptance, transference, or mitigation decision shall be the responsibility of:
4. The information owner or his or her designee(s) for systems identified with a Low or Moderate residual risk.
5. The Board’s Chief Executive Officer for all systems identified with a residual High Risk.

#### 1.7. Security Oversight and Governance

The Board shall have a group of fully empowered decision makers that meets at least quarterly to govern security-policy issues according to a documented charter.

#### 1.8. Security Compliance and Regulatory Requirements Management

Monitor the legislative and industry landscape to ensure security policy is updated in consideration of changes that are pertinent or applicable to the organization. Facilitate any validation audits, assessments or reporting that is necessary to assure compliance to applicable laws, regulations, or requirements. Includes the HIPAA Privacy Office(r), IRS Safeguard Reviews, and responses to third party inquiries into the security of the organization.

#### 1.9. Cloud Usage and Security

The assessment and evaluation of risk with the use of "cloud" technologies including Software as a Service (SAAS), Platform as a Service (PAAS), and Infrastructure as a Service (IAAS), to ensure that business operations are capable of delivering programs and services efficiently and effectively within acceptable tolerances mitigating potential negative outcomes.

#### 1.10. Security Assessment and Authorization / Technology Risk Assessments

Evaluate systems and applications in terms of design and architecture in conjunction with existing or available controls to ensure that current and anticipated threats are mitigated within established risk tolerances. Includes an analysis of in-place systems periodically or when significant change occurs as well as the analysis of the introduction of new technology systems.

#### 1.11. External Vendors and Third-Party Providers

Evaluate third-party providers and external vendors to ensure security requirements are met for information and information resources that will be transmitted, processed, stored, or managed by external entities. Includes contract review as well as the development of service level agreements and requirements.

### Section 2. Protect

#### 2.1. Enterprise Architecture, Roadmap and Emerging Technology

Maintain an enterprise information security architecture that is aligned with Federal, State, Local and Board data security and privacy requirements. Use a roadmap and emerging technology evaluation process to stay abreast of the continued evolution of security solutions, processes, and technology.

#### 2.2. Secure System Services, Acquisition and Development

Ensure that the development and implementation of new systems meets the requirements necessary to assure the security of information and resources.

#### 2.3. Security Awareness and Training

The Board shall require all persons to whom it grants access to Agency applications to annually complete the Cybersecurity Awareness Training provided by the Agency for Agency employees. This training is available at <https://twc.texas.gov/development/train/board_and_contractor_training_links.html>

#### 2.4. Privacy Awareness and Training

The Board shall require all persons to whom it grants access to Agency applications to annually complete the Sensitive Personal Information (SPI) Training provided by the Agency for Agency employees. This training is available at <https://twc.texas.gov/development/train/board_and_contractor_training_links.html>

#### 2.5. Cryptography

Establish the rules and administrative guidelines governing the use of cryptography and key management in order to ensure that data is not disclosed or made inaccessible due to an inability to decrypt.

#### 2.6. Secure Configuration Management

Ensure that baseline configurations and inventories of information systems (including hardware, software, firmware, and documentation) are established and maintained throughout the respective system development life cycles. Establish and enforce security configuration settings for information technology products employed in information systems. Ensure all systems are operating under configurations that have been agreed upon according to organizational risk management.

#### 2.7. Change Management

Changes include, but are not limited to implementation of new functionality, interruption of services, maintenance activity and repair of existing functionality and/or removal of existing functionality.

Change management will be required based on a risk assessment of the information resources (including operating systems, computing hardware, networks, and applications).

The change management process shall include the analysis of potential security impacts to the information system as a result of the change.

Scheduled changes must be reviewed by the appropriate IT staff and data Owner(s) prior to the change. These review staff may deny or delay the change if it is determined that the change has not been adequately planned for, suffers from inadequate backup planning, will negatively impact a key business process, or adequate resources cannot be made available to support the change.

#### 2.8. Contingency Planning

Plans for emergency response, backup operations, and post-incident occurrence recovery for information systems are established, maintained and effectively implemented to ensure the availability of critical information resources and continuity of operations in emergency situations. Backing up data and applications is a business requirement. It enables the recovery of data and applications in the event of loss or damage (natural disasters, system disk and other systems failures, intentional or unintentional human acts, data entry errors, or systems operator errors).

#### 2.9. Media

##### 2.9.1 Removable Media

Removable media is defined as, but not limited to, diskettes, tapes, compact discs, DVDs & Blu-ray discs, memory cards/sticks, USB/Firewire “Flash” key/pen/thumb drives, portable mass storage devices such as external hard drives, personal audio/video players such as iPods, tablets, cellular telephones, and smart phones with or without expandable memory capabilities.

The Board shall prohibit the use of personally owned removable media unless a specific exemption is granted by an authorized executive of the Board.

The Board shall require that any Agency data placed on removable media be encrypted.

In the event of loss or theft of removable media containing Agency data, the Board shall notify the TWC Chief Information Security Officer and include a complete description of the data, including an index or table of contents of that data.

The Board shall cause all removable media to be scanned for viruses, worms, Trojans, and any other malicious code prior to its use with Agency data or systems.

The Board shall assure that the reuse or disposal of removable media follows data sanitization guidelines in compliance with National Institutes of Standards and Technology Special Publication 800-88 Guidelines for Media Sanitization in order to assure removal of any electronic protected, confidential and/or sensitive Agency data.

#### 2.10. Physical and Environmental Protection

Assure that physical access to information systems, equipment, and the respective operating environments is limited to authorized individuals. Protect the physical locations and support infrastructure for information systems to ensure that supporting utilities are provided to limit unplanned disruptions. Protect information systems against environmental hazards and provide appropriate environmental controls in facilities containing information systems.

#### 2.11. Personnel Security

Ensure that individuals responsible for agency information are identified and their responsibilities are clearly defined. Any individuals occupying positions of responsibility within the Board (including third-party service providers) are trustworthy and meet established security criteria for those positions, verified through a criminal history background check. Ensuring that information resources are protected during and after personnel actions such as terminations and transfers. Employ formal sanctions for personnel failing to comply with security policies and procedures.

**2.11.1 Geographic Restrictions for Data Access**

Restrict the geographic location of its board staff information systems that receive, process, store, or transmit state and federal data to areas within the United States. The United States is defined for purposes of this policy as all 50 states and the District of Columbia.

#### 2.12. Third-Party Personnel Security

Require all third-party providers to comply with all security policies and standards. Establish personnel security requirements including roles and responsibilities with limits on access requirements defined in accordance to least privileged and data minimization methodologies. Monitor providers for compliance.

**2.12.1 Geographic Restrictions for Data Access: Third-Party Personnel**

The Board shall require its third-party providers to restrict the geographic location of

information systems that receive, process, store, or transmit state and federal data to

areas within the United States. The United States is defined for purposes of this policy

as all 50 states and the District of Columbia.

#### 2.13. System Configuration Hardening and Patch Management

##### 2.13.1 System Configuration Hardening

The system hardening procedure shall include, but is not limited to:

1. Operating systems may only be installed from Board IT approved sources.
2. Vendor supplied patches shall be applied.
3. Unnecessary software, system services and drivers shall be removed.
4. Appropriate security parameters, field protections and audit-logging capabilities shall be set.
5. Default account passwords shall be disabled or changed as appropriate.
6. Vulnerability assessment will be run against the server before being placed into production.
7. The information system must be configured to provide only essential capabilities and specifically prohibits and restricts the use of unnecessary functions, ports, protocols, or services.
8. Security configurations must be set to the most restrictive mode consistent with information system operational requirements and according to the level of risk formally accepted by owners of the information systems.
9. Password-locking screensavers shall be enabled and activated after no more than fifteen (15) minutes of inactivity.

##### 2.13.2 Patch Management

Board IT staff must monitor information feeds for the release of new operating system and application patches and hot fixes that are pertinent to TWC information resources.

All patch releases will follow a defined process for patch deployment that includes assessing the risk, testing, scheduling, installing, and verifying, unless the need for an emergency deployment exists.

#### 2.14 Access Control

The Board shall determine, assign, and secure the computer access codes required for a Board or subrecipient, contractor or subcontractor user or Agency staff member to perform assigned job duties, including changing/resetting user local passwords and administering RACF security adds/changes and deletes for Board, subrecipient, contractor and subcontractor users.

The Board shall require all persons to whom it grants access to Agency applications to execute a P-41 TWC Information Security Agreement, All Employees Form available at the following web address: <http://intra.twc.state.tx.us/intranet/gl/html/personnel_forms.html>. The instructions for the P-41 Form are located at the same web address as P-41 INST Information Security Agreement, All Employees Instructions.

The Board shall maintain a signed copy of the most recent Agency Information Security Agreement for each user.

The Board shall determine which of its employees and subrecipients need Health and Human Services Commission (HHSC) computer access to perform assigned job duties. (NOTE: Request for HHSC computer access shall be routed to the TWIST Help Desk.)

#### 2.15 Account Management

Account Management establishes the standards for the creation, monitoring, control, and removal of User accounts. The Account Management standard shall apply equally to all User accounts without regard to their status or category. User accounts are the means by which access is granted to TWC information resources. Accounts are granted to Board staff determined to have a need. These accounts assist in establishing accountability for systems use and are a key component in the protection of data; its confidentiality and integrity.

1. All accounts must be identifiable using a unique User ID.
2. Accounts, other than service/maintenance accounts, must uniquely identify a specific User.
3. Unsuccessful account access attempts must be monitored, and accounts locked after five (5) or less failed attempts within two (2) hours or as determined by a documented risk assessment.
4. Written notice of removal of access authorization for any individual shall be submitted to the Agency immediately upon removal of that access.

##### 2.15.1 User Verification

The Board shall implement and maintain a system for user verification to ensure that all user accounts are current.

1. The Board shall immediately revoke access to user accounts resulting from staff departures or contract, subcontract, or subgrant completions.
2. The Board Systems Administrators will conduct a quarterly review of Board account status to identify obsolete accounts.
   1. For all accounts that are no longer in use, the Administrator shall notify the appropriate account management administrator to delete the account and notify the “Terminated Employees” shared distribution list to ensure that the appropriate Board accounts are deleted.
   2. All accounts dormant for more than three (3) months will be flagged and disabled unless the Agency is notified to the contrary by the Board.
   3. Accounts dormant for six (6) months or more will be deleted.

#### 2.16 Security Systems Management

Design, implement, configure, administrate, maintain, monitor, and support security systems to enforce security policy and provide security services. These systems include firewalls, Intrusion Prevention Systems (IPS), Internet Proxy Servers, Security Information and Event Management (SIEM) systems, and other control enforcement or monitoring systems.

#### 2.17 Network Access and Perimeter Controls

Network equipment such as servers, workstations, routers, switches and printers should be installed in a manner that prevents unauthorized access while limiting services to only authorized users. A perimeter should be established to delineate internal systems and prevent unauthorized external parties from tampering, attempting access or connecting without approved remote access methods.

#### 2.18 Internet Content Filtering

Implement a system or service to enforce controls to block access to Internet websites based upon categories of content, application types and granular application functions, time of day or amount of utilization, or the dynamically updated reputation of the destination. Web content filtering should be based on two goals:

Bandwidth Preservation – The Local Area Network (LAN) and Wide Area Network (WAN) resources within the Agency locations are limited and heavily utilized for conducting business.

Inappropriate Content – The Internet contains content that is inappropriate in nature and unacceptable for access in the workplace.

#### 2.19 Data Loss Prevention

Implement a solution designed to detect and prevent potential data breach incidents where sensitive data may be disclosed to unauthorized personnel by malicious intent or inadvertent mistake. Detection of data at risk can be performed while in use at the endpoint, while in motion during transmission across the network, and while at rest on data storage devices.

#### 2.20 Identification and Authentication

User chosen passwords must adhere to a minimum length and format as defined by current password guidelines:

1. Contain at least one each; upper- and lower-case letters, one non-alphanumeric and at least one number.
2. Are at least eight characters in length.
3. Passwords should not have consecutive duplicate characters such as 99 or BB.
4. Passwords should not have consecutive-count numbers or letters such as 1234 or ABCD
5. Passwords are not words in any dictionary including slang, dialect, jargon, etc.
6. Passwords are not based on personal information such as names, birthdates, etc.
7. Passwords should be easily remembered.
8. Passwords should never be the same as the User ID.
9. All passwords must have an expiration period not to exceed 180 days or as defined by the most current password guidelines.
10. Stored passwords must be encrypted.
11. Passwords should not be re-used within the last 10 instances.

#### 2.21 Spam Filtering

Implement a solution or service that filters and/or blocks any E-Mail item, inbound or outbound, which is determined to place the Board, its systems and/or networks at an unacceptable level of risk.

#### 2.22 Portable and Remote Computing

Access to TWC systems utilizing remote portable computing devices must use a Virtual Private Network (VPN) connection.

#### 2.23 System Communications Protection

Data Transfers Standard:

TWC utilizes and stores data that must be protected from interception and alteration. All data file transfers that involve TWC data shall be secured using an agency approved data transfer encryption method or file encryption method. Data made available for the general public – including information posted on TWC publicly accessible websites or public file transfer protocol (FTP) servers is exempt from being encrypted. There are two methods of transferring electronic files. The electronic movement of data using a communication channel from one point to another, (transmission), and the physical movement of data from one point to another, (transport). There are two basic methods used to encrypt data in transmission. The data can be encrypted prior to transmission or transmission of the data over an encrypted communications channel. Data transport is accomplished by moving the media that holds the data. The data is encrypted on the media using a data at-rest method with a minimum of AES-256 algorithm.

### Section 3. Detect

#### 3.1 Vulnerability Assessment

Board must conduct periodic vulnerability assessments of their networks, applications, and other systems. Including but not limited to penetration testing to test and evaluate security controls and security defenses and to ensure that required security posture levels are met. Evaluate results of various penetration tests to provide risk-based prioritization of mitigation.

#### 3.2 Malware Protection

The Agency shall maintain virus protection software on all systems and custom applications provided to the Board.

The Board is responsible for the use and installation of virus protection software on all systems and custom applications maintained by the Board.

Virus protection software implemented to include automatic updates that apply the most current and appropriate protection and patches for viruses or malicious code infection on all network servers that provide virus scanning services to network attached workstations. It shall also provide automatic scanning of all files stored on or attached to workstations or servers. It shall also provide automatic scanning of files accessed or copied onto a storage device from external sources, such as, but not limited to, the Internet (cloud service providers) and media such as CD-ROMs, flash drives, and floppy disks.

#### 3.3 Security Monitoring and Event Analysis

Analyze security events and alerts generated from the Board’s environment and be able to:

1. Collect the security-related information required for assessments, metrics, and reporting.
2. Analyze the data collected and report findings to Board management.
3. Assess the effectiveness of security controls.
4. Respond using technical, administrative, and operational mitigating activities.

### Section 4. Respond

#### 4.1 Cybersecurity Incident Response

The Board must develop a Cybersecurity Incident Response Plan. The plan must include adequate preparation, detection, analysis, containment, recovery, and response activities.

The Board is responsible for notifying and escalating incidents to appropriate personnel and coordinating activities to ensure timely isolation and containment, impact analysis, and any resulting remediation / resolution requirements.

#### 4.2 Privacy Incident Response

The Board must develop a Privacy Incident Response Plan. The plan must include adequate preparation, detection, analysis, containment, recovery, and response activities.

The Board is responsible for notifying and escalating incidents to appropriate personnel and coordinating activities to ensure timely isolation and containment, impact analysis, and any resulting remediation / resolution requirements.

1. Initial notification shall be made via email to [IncidentReports.RSM@twc.state.tx.us](mailto:IncidentReports.RSM@twc.state.tx.us).
2. The Board shall comply with Agency directives in resolving any incidents.

### Section 5. Recover

#### 5.1 Disaster Recovery Procedures

Develop and maintain a Disaster Recovery Plan for all IT resources in the Board environment. The plan should cover all relevant platforms – personal computers, local area networks, workstations, and midrange systems, as appropriate. Disaster recovery activities should include data backup, local area network recovery testing, and contingency planning functions for all local data.

## ATTACHMENT P – TCF DOCUMENTATION REQUIREMENTS

|  |  |  |
| --- | --- | --- |
| **Item #** | **Associated Control(s)** | **Documentation Requirement** |
| TCF #1 | Privacy & Confidentiality   Pertains to documentation for protecting privacy and confidentiality of data, such as personally identifiable information of its customer, records, PII, etc. | 1. Privacy policy on public websites  2. Privacy Notice policy on public websites  3. Privacy Internal Use policy on public websites  4. Non-Disclosure Agreements (NDAs)  5. Memorandum of Understanding Agreements (MOUs)  4. Other Privacy documents |
| TCF #2 | Data Classification   Pertains to documentation for classifying/labeling data, data inventory, and identifying data owners for maintaining critical data. | 1. Data Categorization Documentation/Policy   2. Critical Data Inventory  3. List of data owners |
| TCF #3 | Critical Information Asset Inventory   Pertains to documentation for identifying critical IT Assets such as hardware, software, and data. | **1. See TCF #2 Documents**  2. IT Asset Inventory (Cover Page and 1st Page of IT Inventory) |
| TCF #4 | Enterprise Security Policy, Standards, and Guidelines   Pertains to documentation for organization Information Security Policies and Procedures that define acceptable use policies for the organization's information resources. | 1. Information Security Policies and Procedures |
| TCF #5 | Control Oversight and Safeguard Assurance   Pertains to documentation for cataloging the organization's information security activities. | **1. See TCF #4 Documents**  2. Information Security Plan |
| TCF #6 | Information Security Risk Management   Pertains to documentation for the assessment and evaluation of information security risk | 1. Risk Management Strategy, Policies, and Procedures   2. Risk Assessment for Critical Applications  3. Risk Registry |
| TCF #7 | Security Oversight & Governance   Pertains to documentation for IT Security oversight and Governance. | **1. See TCF #5 & #6 Documents**  2. Information Security Charter  3. Evidence that Leadership Meets on IT Security Issues: Meeting Emails/Meeting Agendas/ IT Security Annual Reports |
| TCF #8 | Security Compliance and Regulatory Requirements Management   Pertains to documentation for monitoring legislative and industry landscape to ensure IT Security Policy is updated based on applicability to the organization. | **1. See TCF #5, #6, & #7 Documents** |
| TCF #9 | Cloud Usage and Security   Pertains to documentation for assessing and evaluating cloud technology risk such as: Software as a Service (SAAS), Platform as a Service (PAAS), and Information as a Service (IAAS). | 1. Cloud security objectives - Documentation or notation of security risks if cloud services are used  2. SOC-1 and or SOC-2 Review of Cloud Service Providers |
| TCF #10 | Security Assessment and Authorization / Technology Risk Assessment   Pertains to documentation for assessing security controls to ensure that security threats are mitigated within acceptable risk tolerances. | 1. Security Assessment and Authorization Policy and Procedures  2. Latest Independent Security Assessment |
| TCF #11 | External Vendors & Third-Party Providers   Pertains to documentation for evaluation of third-party and external vendor security. | 1. System and Services Acquisition Policy and Procedures  2. Vendor Access Policy  3. Agreements or Memorandums, ISA, MOU (Sample Contract Template)  4. Vendor Risk assessments |
| TCF #12 | Secure Application Development   Pertains to documentation for coding and application development security. | **1. See TCF #17, 21, & 22 Documents** |
| TCF #13 | Beta Testing   Pertains to documentation for testing projects and systems for security prior to implementing projects and systems into production environment. | **1. See TCF #17, 21, & 22 Documents** |
| TCF #14 | Penetration Testing   Pertains to documentation for testing the strengths and weaknesses of the organization's information system security based on a simulated attack. | 1. Penetration Testing reports |
| TCF #15 | Vulnerability Testing   Pertains to documentation for scanning an information system for vulnerabilities. | 1. Vulnerability Scanning Policies  2. Vulnerability Scanning reports |
| TCF #16 | Enterprise Architecture, Roadmap & Emerging Technology   Pertains to documentation for information security architecture. | 1. Current Network Diagram |
| TCF #17 | Secure System Services, Acquisition, and Development   Pertains to documentation for Security related to the systems development/acquisition life cycle (SDLC). | 1. Evidence of security roles incorporated into the SDLC process (Contract Template/Procedure)  2. Code Development Tool Dashboard Screenshot  3. Project Management Tool Dashboard Screenshot  4. SDLC Policies and Procedures |
| TCF #18 | Security Awareness & Training   Pertains to documentation for Security & Privacy Awareness Training. | 1. Security & Privacy Awareness Training Policies and Procedures  2. Security & Privacy Awareness Training Tool Dashboard Screenshot  3. Security & Privacy Awareness Training New Hire Curriculum  4. Security & Privacy Awareness Training Metrics |
| TCF #19 | Privacy Awareness & Training   See TCF #18 Documents. | **1. See TCF #18 Documents** |
| TCF #20 | Cryptography   Pertains to documentation for data encryption. | 1. Evidence of Cryptographic Server Key Management (if applicable)  2. Evidence that sensitive data is encrypted   3. Evidence of Encryption of data at rest - Methods or Processes |
| TCF #21 | Secure Configuration Management   Pertains to documentation for ensuring that baseline configurations and inventories of information systems (including hardware, software, firmware, and documentation) are established and maintained. | 1. Configuration Management Policy and Procedures  2. Windows default domain policy (Account policies, Password Policies, account lockout policy)  3. Screenshot of Configuration Management Tool |
| TCF #22 | Change Management   Pertains to documentation for managing changes to the organization's information system. | **1. See TCF #21 Documents**  2. Patch Management Policies & Procedures  3. Sample change ticket |
| TCF #23 | Contingency Planning   Pertains to documentation for emergency response, backup operations, and recovery for the organization's information system. | 1. Contingency Plan to include approval and update pages  2. Contingency Plan testing planning and the test results from the most recent test  3. Information System Backup Policy and Procedures  4. Evidence of System Backups - configuration file/encryption used/process used for storage and management of media or files |
| TCF #24 | Media (handling and data sanitization)   Pertains to documentation for the protection of digital/electronic and non-digital/paper information system media. | 1. Media Protection Policy and Procedures  2. Data Loss Prevention Tool Dashboard Screenshot  3. List of authorized personnel with access to restricted areas  4. Media Sanitization and disposal Records |
| TCF #25 | Physical and Environmental Protection   Pertains to documentation for the physical access to and physical protection of the organization's information system. | 1. Physical and environmental Protection Policy and Procedures  2. List of personnel with authorized access to facilities containing information systems (system software, network, application and database)  3. Access monitoring tools (e.g., badge readers, security alarms, video cameras)  4. Evidence that physical access logs are reviewed  5. Evidence of Data Center Emergency Lighting and power policies, procedures and testing (If Applicable)  6. Evidence of Fire Suppression and Detection System policies, procedures and testing (If Applicable)  7. Evidence of Data Center temperature and humidity monitoring policies, procedures and testing (If Applicable)  8. Evidence of Data Center water damage and detection policies, procedures and testing (If Applicable) |
| TCF #26 | Personnel Security   Pertains to documentation for ensuring that security is considered for individuals (employees) who have access to the organization's information systems. | 1. Personnel security policies and procedures  2. Sample of completed employee and vendor Background Check (Redact PII)  **3. See TCF #11 & #29 Documents** |
| TCF #27 | Third-Party Personnel Security   Pertains to documentation for ensuring that security is considered for third parties, contractors, and vendors who have access to the organization's information systems. | 1. Personnel security policies and procedures  2. Sample of completed vendor Background Check (Redact PII)  **3. See TCF #11 & #29 Documents** |
| TCF #28 | System Configuration Hardening & Patch Management   Pertains to documentation for security patching of the organization's information systems. | **1. See TCF #22 Documents** |
| TCF #29 | Access Control   Pertains to documentation for processes used to ensure access to applications, servers, databases, and network devices in the environment is limited to authorized personnel. | 1. Access Control Policy and Procedures  2. Windows GPO Setting Screenshots - Windows Security Policy or GPO for user accounts screenshot - ensure that password configurations, inactive login disabled date, and unsuccessful logins are enabled.  3. Sample Employee Access provisioning evidence (Ticket or Email) ... Redact PII  4. Sample Employee Access termination evidence (Ticket or Email), Redact PII  5. Evidence of last User Access Review |
| TCF #30 | Account Management   Pertains to documentation for processes used to establish the standards for the creation, monitoring, control, and removal of accounts which are used to access the organization's information systems | **1. See TCF #29 Documents** |
| TCF #31 | Security Systems Management   Pertains to documentation for administration, maintenance, monitoring, and ongoing support of IT security systems. Systems include firewalls, Intrusion Prevention Systems (IPS), Internet Proxy Servers, Security Information and Event Management (SIEM) systems, and other control enforcement or monitoring systems. | **1. TCF #7 Documents**  2. SIEM Tool Dashboard Screenshot  3. Firewall Tool Dashboard Screenshot  4. Data Loss Prevention Tool Dashboard Screenshot  5. Vulnerability Scanning Tool Screenshot  6. Spam Protection Tool Dashboard Screenshot  7. Malware Protection Tool Dashboard Screenshot |
| TCF #32 | Network Access & Perimeter Controls   Pertains to documentation for network access and perimeter controls.   **Note:** TWC Agency Boards are responsible for LAN. | **1. See TCF #29 & #37 Documents** |
| TCF #33 | Internet Content Filtering   Pertains to documentation for controls used to block access to Internet websites based upon specified criteria in order to protect the organization's information system from cyber threats.    Note: TWC Agency Boards responsible for LAN | **1. See TCF #29 & #37 Documents**  2. Firewall Tool Dashboard Screenshot |
| TCF #34 | Data Loss Prevention   Pertains to documentation for technology designed to detect and prevent potential data breach incidents where sensitive information may be disclosed to unauthorized personnel. | 1. Data Loss Prevention Tool Dashboard Screenshot |
| TCF #35 | Identification and Authentication   Pertains to documentation for the verification of the claimed identity of users, processes, or devices as a prerequisite to permitting access. | 1. Identification and Authentication Policy and Procedures   2. Evidence of multi-factor authentication  **3. See TCF #29 Documents** |
| TCF #36 | Spam Filtering   Pertains to documentation for spam protection mechanisms employed at information system entry and exit points. Also includes spam protection solutions used (e.g. McAfee Email Gateway). | 1. Spam protection tool Dashboard Screenshot |
| TCF #37 | Portable & Remote Computing   Pertains to documentation for remote access to the organization's information systems. | 1. Remote Access Policy and procedure and or VPN access procedure |
| TCF #38 | System Communications Protection   Pertains to documentation for controlling, monitoring, managing and protecting transmissions between information systems. | **1. See TCF #20 & #31 Documents**  2. System and Communications Protection Policy and Procedures  3. Example of information system security alerts, advisories, and directives received from internal and external sources |
| TCF #39 | Information Systems Currency   Pertains to documentation for the organization's planning for future information systems development and operations. | **1. See TCF #17 Documents**  2. Information System Modernization Strategy & Roadmap |
| TCF #40 | Vulnerability Assessment   Pertains to documentation for identifying and remediating security vulnerabilities in the organization's information systems. | **1. See TCF #14, #15 & #22 Documents**  2. Vulnerability Remediation Policy and Procedures |
| TCF #41 | Audit Logging and Accountability   Pertains to documentation for maintaining the organization's information systems logs/records for investigatory and accountability purposes. | 1. Policies and Procedures related to auditing, to include the following:   a. Types of events audited   b. Security incidents audited   c. Evidence of Audit Log Review by appropriate personnel  2. List of Audit Logs captured from information systems  3. Security Monitoring Reports - Events that are monitored and managed as part of the event analysis process |
| TCF #42 | Malware Protection   Pertains to documentation for the prevention, detection and cleanup of Malicious Code (including virus, worm, Trojan, Spyware and other similar variants). | **1. See TCF #31 Documents**  2. Evidence of Malicious code protection mechanisms such as antivirus evidence automatic scanning |
| TCF #43 | Security Monitoring and Event Analysis   Pertains to documentation for the analysis of security events and alerts. | **1. See TCF #31, #38 & #41 Documents** |
| TCF #44 | Cybersecurity Incident Response   Pertains to documentation for Incident Response tracking, documenting, and reporting Cybersecurity incidents to appropriate officials and/or authorities. | 1. Incident Response Policy and Procedures  2. Incident Response Plan  3. For a sample of one logical security incident that occurred during the period of review, evidence supporting the IRP process:   a. Notifications or communication received describing the security incident   b. Description of the actions taken to resolve the security incident |
| TCF #45 | Privacy Incident Response   Pertains to documentation for Incident Response tracking, documenting, and reporting Privacy incidents to appropriate officials and/or authorities. | **1. See TCF #44 Documents** |
| TCF #46 | Disaster Recovery Procedures   Pertains to documentation for managing the recovery of data and applications in the event of loss or damage. |  |

## ATTACHMENT Q – CYBER SECURITY REQUIREMENTS ACKNOWLEDGEMENT

**CYBER SECURITY REQUIREMENTS**

I acknowledge and understand our organization will be required to adhere to WFS cyber security requirements and provisions including:

* Submitting proof of Cyber Security Insurance
* Acknowledgement and agreement that the organization will abide by the terms of WFS Information Security Policies and Guidelines as outlines in:
  + Safeguards for TWC Information
  + Board Guidelines for Security
  + TCF Documentation Requirements
* Organization will complete the Cyber Security Vendor Onboarding Questionnaire within 5 business days of receipt.
* Employees assigned to this project and/or access to WFS data and data systems will complete WFS required Cyber Security, Privacy training and submit the required documentation.

I, certify that I am the

(Typed Name)

of the corporation, partnership, organization, or other

(Typed Title)

entity named as Respondent herein and that I am authorized to sign this proposal and submit it to the Workforce Solutions Capital Area Workforce Board on behalf of said organization by authority of its governing body.

(Signature) (Date)

(Address)