



**Albert Trevino III, Commissioner
Representing Labor**

**Joe Esparza, Commissioner
Representing Employers**

**Vacant, Commissioner
Representing the Public**

Edward Serna, Executive Director

Request for Proposals (RFP) for

Employer Child Care Solutions RFP

RFP No. 3202600043

Date of Release: September 5, 2025

Proposals Due: October 16, 2025 by 10:00 a.m. Central Time

NIGP Code: 958-22

Sole Point of Contact for this RFP (see Section 4.1)

Dallas Curry-Ikner, CTCD, CTCM
Purchaser

Texas Workforce Commission Procurement Portal

TABLE OF CONTENTS

Table of Contents	3
Article I. Purpose, Authority and Schedule of Events.....	10
1.1. Purpose	10
1.2. Authority	10
1.3. Schedule of Events.....	10
Article II. Scope of Work	12
2.1. Overview	12
2.2. Background	12
2.3. Scope Excludes	13
2.4. Technical Assistance (TA) Services.....	13
2.5. Program Operation	16
2.6. Deliverables.....	21
2.7. Payment Verification and Post-Completion Survey	23
2.8. Costs of Technical Assistance Services	24
Article III. General Information	25
3.1. Terms and Conditions	25
3.2. Contract Award.....	25
3.3. Contract Execution	25
3.4. Contract Term	25
3.5. Price Adjustment	26
3.6. Contract Amendments	26
3.7. No Guarantee of Volume, Usage, or Compensation	26
3.8. Governmental Entities.....	26
3.9. Offer Period	27
3.10. Costs Incurred.....	27
3.11. Public Information Act - Respondent Proposal	27
3.12. Public Information Act – Contract Award	29
3.13. Respondent Waiver – Intellectual Property	30
3.14. Insurance.....	30
3.15. Sanctions and Remedies.....	31
3.16. Liquidated Damages	32
3.17. Service Level Agreements and Service Level Credits	34

3.18. Changes in Ownership or Financial Condition	35
3.19. Severability	36
3.20. Franchise Tax – Right to Transact Business in Texas	36
Article IV. Proposal Process	37
4.1. Inquiries.....	37
4.2. Pre-Proposal Conference.....	39
4.3. Proposal Composition	40
4.4. Proposal Submission and Delivery.....	43
4.5. Additional Information.....	45
4.6. Ambiguity, Conflict, or Discrepancy	46
4.7. Changes, Modifications, and Cancellation of Solicitation	46
Article V. Proposal Evaluation and Award Process.....	47
5.1. Written Proposal Evaluation.....	47
5.2. Conformance with State Law	47
5.3. Evaluation Process Overview	47
5.4. Initial Compliance Screening.....	48
5.5. Minimum Qualifications.....	48
5.6. Written Proposal Evaluation Criteria.....	49
5.7. Best and Final Offer (BAFO)	51
5.8. Final Written Response Score and Total Score	52
5.9. Summary of Best Value Determination	52
5.10. Requests for Clarification.....	52
5.11. Advancement Criteria	52
Article VI. Required Proposal Information	54
6.1. Submitting Proposal Information Through Bonfire	54
6.2. Narrative Proposal	55
6.3. Cost Proposal.....	58
6.4. Offered Options	59
6.5. Organization Information.....	59
6.6. References.....	60
6.7. Contract Performance	60
6.8. Financial Soundness	61
6.9. Execution of Response	62
6.10. Corporate Guarantee	63
6.11. HUB SUBCONTRACTING PLAN (HSP)	63
6.12. Optional Proposal Submission Checklist.....	65

6.13. Subcontractor Information65

Definitions

As used in this Solicitation, unless a different definition is specified or the context clearly indicates otherwise, the following terms have the meanings assigned below:

“Addendum” means a written addition, change, or supplement to this Solicitation that is posted to the ESBD and issued prior to the response due date.

“Additional Evaluation Activities” include Oral Presentations, Clarifications, Technical Discussions, Proof of Concept, Demonstrations, and/or Site Visits. These Additional Evaluation Activities follow the evaluation of the written Proposals and may be utilized by TWC to evaluate and ensure specifications meet TWC’s needs as outlined in the Solicitation. Additional Evaluation Activities provide an opportunity for Respondents to highlight the strengths and unique aspects or clarify their Proposals.

“Agreement” or “Technical Assistance Services Agreement” means the TWC provided TA Provider and Employer Technical Assistance Services Agreement executed by the TA Provider and Employer and returned to TWC. The Agreement will be in substantially the same form and format as **Attachment 6 Sample TA Provider and Employer Technical Assistance Services Agreement** provided in this RFP.

“Business Day” means days occurring Monday through Friday except for the legal holidays observed by the State of Texas. All uncapitalized references to “days” shall be calendar days.

“Competitive Range” consists of the offers or Proposals that have a reasonable chance of being selected for award based on the evaluation criteria and basis for award as stated in this Solicitation.

“Contract” means the written agreement entered into by TWC and the Successful Respondent, which will incorporate the contents of this RFP and the Successful Respondent’s Proposal, except as may be provided in the Contract and any amendments thereto.

“Contract Term” means the definite period of time that the Contract will remain in effect.

“Deliverable” or “Task” means a report, study, assessment, or plan that results from a TA Service provided to an Employer by a TA Provider. Under a TWC Contract awarded under this RFP, a Deliverable must be finalized by the Services Completion Date specified by the TA Provider on the TWC approved Task Order, and a copy of the final Deliverable must be provided to TWC to initiate the payment process (See **Section 2.7. Payment Verification and Post-Completion Survey**).

“Employer” means a single employer or the lead entity of a consortium of employers interested in exploring how to meet the child care needs of their employees, including offering employer-supported child care for employees with children and working within the State of Texas. Employer may be based in Texas or have operations outside of Texas with employees employed within the State of Texas.

“Employer-Supported Site-Based Child Care” means child care services supported by an employee’s employer that are either available on the workplace premises or nearby.

“Employer Interest Form” or “Interest Form” means the form completed by an Employer and returned to TWC that indicates an Employer’s interest to participate in the Program. A sample of this form is included as **Attachment 5** in this RFP.

“ESBD” means the Electronic State Business Daily, an online platform, administered by the Statewide Procurement Division (SPD) of the Comptroller of Public Accounts, that publishes solicitations for the purpose of informing vendors of procurement opportunities and provides public notice

of contract awards. The ESBD may currently be accessed at <http://www.txsmartbuy.com/esbd>.

“Final Written Response Score” refers to the final scoring of the Proposal based on Scoring Matrix published in the Solicitation.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code and Title 34 of the Texas Administrative Code (TAC) § 20.282.

“HUB Subcontracting Plan” or “HSP” means written documentation regarding the use of subcontractors, which is required to be submitted with all Proposals for state agency contracts with an expected value of \$90,000 or more and where TWC has determined subcontracting opportunities are probable. The HSP subsequently becomes a provision of the awarded Contract and shall be monitored for compliance by TWC during the term of the Contract.

“Offered Options” means options that are not requested in a response to this Solicitation but may be identified by a Respondent and included in its Proposal. A Respondent is not obligated to include an Offered Option in its Proposal. This is an opportunity for Respondents to offer options that TWC may not have been aware of at the time this Solicitation was written. TWC makes no commitment to quantity or timing for acquisition of Offered Options and Offered Options are not considered during evaluation of Proposals.

“PHS” means Procurement and HUB Services, a division of TWC.

“Program” means the Technical Assistance for Employer-Supported Site-Based Child Care funded by this Employer Child Care Solutions RFP, including the TA Services which will be performed by TA Providers awarded Contracts under this RFP.

“Proposal” means a written offer to contract with the State, submitted in response to this Solicitation.

“Sanctions(s)” means monetary remedies including recoupment, payment hold, imposition of damages, exclusion, debarment, suspension, or revocation.

“Respondent” means the individual or entity that submits an offer or Proposal. The term includes anyone acting on behalf of the individual or entity that submits an offer or Proposal, such as an agent, employee, and representative.

“Services Completion Date” means the date specified by the TA Provider on the Task Order when all specified and TWC-approved TA Services on the fully executed Task Order and corresponding Deliverables must be completed, finalized, and provided to the Employer. The Services Completion Date will be within twelve (12) months from Task Order execution up to the current end date of the TWC Contract with the TA Provider, whichever occurs first. An Employer may request an extension of the Services Completion Date by contacting TWC. TWC will review the extension request and either approve or deny. However, such extension, if approved, will not exceed the current end date of the TWC Contract with the TA Provider or ninety (90) days, whichever occurs first.

“Solicitation” means this RFP, including all exhibits, attachments, forms, and Addenda, if any.

“State” means the State of Texas and its instrumentalities, including TWC, its officers, employees, or authorized agents, and any other state agencies.

“Subcontractor” refers to a person who contracts with a vendor to work or continue toward completing work for a governmental entity. The term does not include a state agency. The term includes an officer or employee of a state agency when the officer or employee contracts with a vendor in a private capacity.

“Successful Respondent” means the Respondent with whom TWC executes a Contract to provide the goods and/or services that this Solicitation requires.

“Task Order” means the agreement approved by TWC and executed by and among TWC, the TA Provider, and the Employer documenting the approved Technical Assistance Services to be provided to the Employer. The executed Task Order is a binding agreement and is considered a part of the Contract between the TA Provider and TWC. TWC will not approve or issue an executed Task Order until the required Agreement between the TA Provider and Employer has been received by TWC. A Sample Task Order, including Deliverables and TA Services is included as **Attachment 7** of the RFP. Task Orders must be included as an attachment to the TA Provider and Employer Technical Assistance Services Agreement.

“Technical Assistance” or “Technical Assistance Services” (TA or TA Services) means services provided by a TA Provider to Employers to ascertain how to meet the child care needs of their employees, including the development of Employer-Supported Site-Based Child Care through a prescribed set of studies, reports, analyses and plans identified in this RFP. TA Services are limited to: Employee Needs Assessment, Employer Feasibility and Cost Analysis Study, Options Analysis and Recommendations Report, Site Selection Report, and Business Plan (See **Section 2.4, Technical Assistance (TA) Services for descriptions of TA Services**).

“Technical Assistance Provider” or “TA Provider” means a Successful Respondent awarded a Contract with TWC under this RFP to provide Technical Assistance Services for Employers that are interested in exploring and/or developing Employer-Supported Site-Based Child Care based on their employees’ child care needs.

“Total Score” means the Final Written Response Score that includes revised points for additional evaluation activities if any, as outlined by this Solicitation.

“TWC” means the Texas Workforce Commission.

“TWC Procurement Portal” means the online platform used by TWC for publishing solicitations informing vendors of procurement opportunities and Response requirements and providing public notice of contract awards.

“VPTS” means Vendor Performance Tracking System, as described under Texas Government Code § 2262.055 and 34 TAC § 20.115. Reporting requirements and vendor performance factors considered in VPTS are described in Texas Government Code § 2155.089 and 34 TAC § 20.509.

ARTICLE I. PURPOSE, AUTHORITY AND SCHEDULE OF EVENTS

1.1. Purpose

Through Successful Respondents procured under this Employer Child Care Solutions RFP, the Texas Workforce Commission (TWC) seeks to provide Technical Assistance (TA) Services to Employers interested in exploring how to meet the child care needs of their employees, including a focus on Employer-Supported Site-Based Child Care.

PHS will administer the procurement process for this Solicitation, which includes Solicitation publication, handling of communications from vendors, as well as managing the receipt of Proposals for review and evaluation.

TWC intends to award up to five (5) Contract(s) to Successful Respondent(s).

TWC previously issued an RFP for the same purpose (RFP 3202400058). The entities awarded a contract under RFP 3202400058 will not be eligible to receive another Contract under this new RFP 3202600043.

Information regarding TWC and its programs is available online and can currently be accessed at www.twc.texas.gov.

1.2. Authority

TWC is soliciting the goods and/or services stated in this Solicitation under of the authority Texas Government Code § 2156.121.

1.3. Schedule of Events

The dates in this Schedule of Events are tentative, and TWC reserves the right to modify these dates at any time. At the sole discretion of TWC, events listed in the Schedule of Events are subject to changes and cancellation. Scheduling changes or cancellation made prior to the Deadline for Submission of Proposals will be published as an Addendum in the TWC Procurement portal and a notification of the

Addendum posted to the ESBD. Respondent is required to sign and return an Addendum or Addenda with the Proposal.

EVENT	DATE and TIME
Solicitation Uploaded to TWC Procurement Portal and Notification Posted to ESBD	September 05, 2025
Pre-Proposal Conference	September 16, 2025 2:00/PM Central Time
Deadline to submit the draft HUB Subcontracting Plan for review	September 19, 2025 at 5:00 PM Central Time
Deadline for Submitting Written Questions through the TWC Procurement Portal	September 19, 2025 at 5:00 PM Central Time
Deadline for TWC to provide the courtesy review of the draft HUB Subcontracting Plan	October 03, 2025 at 5:00 PM Central Time
Tentative Date Responses to Written Questions are Published on the TWC Procurement Portal	October 9, 2025 at 5:00 PM Central Time
Deadline for Submission of Proposals in the TWC Procurement Portal (NOTE: Proposals must be <u>RECEIVED</u> by TWC by the deadline.)	October 16, 2025 at 10:00 AM Central Time
Anticipated Notice of Intent Notification	January 2026
Anticipated Contract Start Date	March 2026

Respondent must submit its Proposal to TWC in accordance with the due date and time as indicated in this Schedule of Events or as changed via an Addendum posted to the TWC Bonfire Portal and notification posted to the ESBD.

ARTICLE II. SCOPE OF WORK

2.1. Overview

TWC is seeking to procure one or more qualified TA Providers to provide the TA Services identified in this RFP to Employers who are interested in exploring how to meet the child care needs of their employees, including the development of Employer-Supported Site-Based Child Care.

A successful Response from a potential TA Provider to this RFP will include:

1. Outreach and recruitment efforts proposed by the TA Provider;
2. Identification of the TA Services listed in this RFP that the TA Provider is qualified to provide; and
3. The proposed cost per TA Service.

The Deliverables of a Contract awarded under this RFP will be the final reports, studies, assessments, or plans for the TA Services identified in this RFP that the Successful Respondent completes for an Employer.

2.2. Background

TWC has available federal Child Care and Development Fund (CCDF) funding that will be used to procure one or more TA Providers to provide TA to Employers to ascertain how to best support the child care needs of the their employees, to determine the feasibility of developing a child care program, and to potentially connect with child care providers willing to offer site-based child care.

Under this Employer Child Care Solutions RFP, each Employer considering Employer-Supported Site-Based Child Care will select one (1) TA Provider with which to enter into an Agreement to receive Technical Assistance. TWC will not participate in the selection process by the Employer of a TA Provider.

2.3. Scope Excludes

The Scope of Work for this RFP excludes the following:

- a. Acting as a child care resource and referral service that provides resource hubs for families, child care professionals and communities by providing referrals to local child care providers, information on state licensing requirements, information on where to get help paying for child care, information on services for children with special needs, and other related activities;
- b. Arranging or securing child care or back-up child care for an Employer's employees;
- c. Construction of child care facilities; and
- d. Development or implementation of a software solution.

2.4. Technical Assistance (TA) Services

2.4.1. The Successful Respondent must be able to provide the following required TA Services:

2.4.1.1. Employee Needs Assessment (required for each Employer unless one has already been completed within the past twelve (12) months) – An Employee Needs Assessment of the needs of the local employee community must include the following required elements: employee interest and demand, community demand, capacity and areas with the most need for additional child care resources, and the availability of child care in the communities where employees live and work.

2.4.1.2. Employer Feasibility and Cost Analysis Study – A Feasibility Study of an employer-supported child care program,

including, but not limited to, governance, oversight and associated risks, child care regulations, quality standards, licensing requirements, child care staffing needs, and partnering with a third-party child-care program operator. The required element for the Feasibility Study is to clearly indicate the feasibility of the Employer establishing its child care operation versus partnering with a third party. The Cost Analysis Study should include an analysis of costs such as cost optimization options, availability of alternative funding, short- and long-term costs (required element), financial risk (required element), and costs or savings associated with potential third-party operations (required element).

2.4.1.3. Options Analysis and Recommendations Report – An analysis of Employer-supported child care options and recommendations for potential solutions. The required element for the Options Analysis and Recommendations Report is customized potential solutions for each Employer. Potential solutions include, but are not limited to, the following:

- a. Partnering with existing child care programs compared to opening a new program;
- b. Existing public and private resources (for example, child care subsidies or donated space);
- c. Potential partners and/or third-party program operators;
- d. Employee benefits (for example, Employer-funded tuition/fee offsets, dependent care savings accounts, and/or incenting waitlist priority for employee's children); and
- e. Family friendly workplace policies (for example, flex-time, flexible start and end times for the workday, and/or family medical leave).

2.4.2. The Successful Respondent must be able to provide the following Optional TA Services:

2.4.2.1. Site Selection Report – A report measuring the needs of a new project against the merits of potential locations. The report must include the following required elements: costs, site suitability, zoning requirements, and development of new onsite or near-site child care programs.

2.4.2.2. Business Plan – A plan that addresses these required elements: project goals and objectives, recommendations for program design (such as capacity/size, hours of operation, ages to be served, location, etc.), a timeline for implementation, a plan for organizational change management, a market analysis, location selection, staffing plan, annual budget, cash flow analysis, and launch plan.

2.4.3. Technical Assistance Services will be provided under the following parameters:

- a) Based on the specific needs and circumstances of an Employer, a single TA Service or a combination of TA Services may be provided. The TA Services will be specified in a Task Order completed by the TA Provider and the Employer and must be approved in writing by TWC prior to any services being provided.
- b) Each TA Service provided to an Employer will result in a Deliverable that is a report, study, assessment, or plan. A copy of each final Deliverable for a TA Service must be provided to TWC upon completion.
- c) A Task Order, including all specified TA Services and corresponding

Deliverables, must be completed and all TA Services provided to the Employer within twelve (12) months of Task Order execution up to the current end date of the TWC Contract with the TA Provider, whichever occurs first. This will be the Services Completion Date the TA Provider will specify on the Task Order.

- d) An Employer may request an extension of the Services Completion Date by contacting TWC. TWC must receive the extension request at least thirty (30) days before the current Services Completion Date, and will review the extension request and either approve or deny. However, such extension, if approved, will not exceed the current end date of the TWC Contract with the TA Provider or ninety (90) days, whichever occurs first, and will require an amendment to the Task Order.
- e) A Task Order may be amended in writing to add or remove TA Services. An amended Task Order must be approved and executed by TWC before it takes effect. However, an amended Task Order will not modify the Services Completion Date for the Task Order currently in effect.
- f) Prior to submitting the final Deliverable(s) to TWC, the TA Provider and Employer will collaborate to finalize the Deliverable(s).
- g) Payment for each final Deliverable associated with a TA Service is contingent upon completion and verification by TWC. See **Section 2.6 Deliverables** and **Section 2.7 Payment Verification and Post-Completion Survey** below.

2.5. Program Operation

2.5.1. Employer Outreach and Recruitment

2.5.1.1. Employers who are interested in receiving Technical

Assistance on how to meet the child care needs of their employees, including the development of Employer-Supported Site-Based Child Care, may select one (1) of the TA Providers.

2.5.1.2. Employer Child Care Solutions Web Page:

TWC will establish an Employer Child Care Solutions web page containing resources and information for both Employers and TA Providers with the TA Services that may be provided by a TA Provider. Upon Contract award, Successful Respondents will submit a TA Provider profile for posting to the TWC Employer Child Care Solutions web page.

Employers may independently visit the TWC web page to review TA Provider profiles, select a TA Provider, and submit an Employer Interest Form. An Employer may select any TA Provider on the TWC list of contracted TA Providers, regardless of outreach efforts by a particular TA Provider or TA Providers.

An Employer that contacts TWC directly will be directed to the TWC Employer Child Care Solutions web page, which will include steps to initiate selecting a TA Provider for TA Services. TWC will not “match” TA Providers with Employers.

2.5.1.3. To maximize Employer engagement, TA Providers may conduct outreach and recruitment efforts with Employers interested in exploring the development of Employer-Supported Site-Based Child Care. Outreach and recruitment are not required under a Contract resulting from this RFP. TWC will only pay for TA Services completed by a TA Provider, and not for outreach and recruitment.

2.5.1.4. Outreach and Recruitment Guidelines

TA Provider must comply with the following Outreach and Recruitment Guidelines:

2.5.1.4.1. Methods. TA Providers may use any outreach methods as determined by the TA Provider to inform Employers of the eligible TA Services and instruct Employers on how to obtain the TA Services according to the processes specified by TWC in this RFP. TA Services and Deliverables to be provided by the TA Provider are subject to TWC approval and must follow TWC requirements, as indicated below.

2.5.1.4.2. TA Provider Website. A TA Provider may include information about the TA Services available on its website, subject to TWC review and approval. If a TA Provider includes information on its website about the TWC Technical Assistance for Employer Child Care Solutions Program, it must also provide a link to TWC's Employer Child Care Solutions web page. TWC may also link to a TA Provider's website that contains information about the TA Services available. TA Providers website must only include the TA Services specified in the Contract resulting from this RFP.

2.5.1.4.3. Employer Interest Form. In the event that an Employer expresses interest in the TA Services directly to a TA Provider, the TA Provider must direct the Employer to the TWC Employer Child Care Solutions web page to complete the TWC Employer Interest Form, and the Employer must submit the completed form to TWC in order to initiate the process of

requesting the TA Services. See **Attachment 5– Sample Employer Interest Form.**

2.5.2. TA Provider and Employer Technical Assistance Services Agreement

An Agreement executed by both the TA Provider and Employer will be required for each Employer (including the lead entity if a consortium of Employers). See **Attachment 6 Sample TA Provider and Employer Technical Assistance Services Agreement.**

2.5.2.1 Following receipt and review of the Employer Interest Form, TWC will notify the TA Provider of the Employer’s interest in receiving TA Services from the TA Provider.

2.5.2.2 The goal of the RFP is for each Employer to work with only one (1) TA Provider.

2.5.2.3 The TA Provider will coordinate with the Employer to fully execute the Agreement and return it to TWC. The Agreement must include a completed Task Order that identifies the TA Services to be provided by the TA Provider. See **Section 2.5.3 Task Order for TA Services** below.

2.5.2.4 To the extent a TA Provider and Employer have or have had a pre-existing relationship within the past twelve (12) months of Agreement execution, including any technical assistance underway that is related to Employer-Supported Site-Based Child Care, the TA Provider and Employer will execute an Agreement for the Technical Assistance Services provided under a Contract resulting from this RFP that excludes the services that have been or are being performed and

that the Employer has already budgeted for or has paid for with its own funding prior to the execution of the Agreement.

2.5.2.5 Before the TA Provider may initiate any TA Services provided under a Contract resulting from this RFP, TWC must approve and execute the Task Order attached to the Agreement that has been executed by the TA Provider and the Employer.

2.5.3. Task Order for TA Services

2.5.3.1 TWC does not guarantee that a TA Provider will be selected by an Employer to provide TA Services through a Task Order during the TWC Contract Term.

2.5.3.2 An executed Task Order, signed by the TA Provider, the Employer and TWC, is required before the TA Provider may perform any TA Services for the Employer. The Task Order is not effective until approved in writing by TWC.

2.5.3.3 Upon entering into an Agreement with an Employer with a TWC Employer Interest Form on file, the TA Provider must complete and sign a Task Order, including the Employer's signature. Both the Employer and the TA Provider will initial the requested TA Service(s). The Employer will be the entity leading the selection process of the TA Service(s). To ensure employee needs will guide the selected TA Services, TWC requires an Employee Needs Assessment for each Employer unless one has already been completed within the past twelve (12) months. This Task Order completed by the TA Provider and the Employer must be returned to TWC with the executed Agreement between the TA Provider and the Employer within three (3)

Business Days after execution of the Agreement by Employer and TA Provider.

2.5.3.4 TWC will review and determine whether to approve the Task Order for TA Services to be performed by the TA Provider for an Employer with which the TA Provider has an executed Agreement.

Note: TWC will not approve a Task Order without the corresponding Agreement between the Employer and the TA Provider.

2.5.3.5 Upon TWC approval of the Task Order, TWC will sign and return a copy of the fully executed Task Order to the TA Provider and the Employer. Only upon receipt of this fully executed Task Order may the TA Provider begin performing TA Services for the Employer.

2.5.3.6 All Deliverables finalized with the Employer for each approved TA Service in the Task Order must be completed and provided to the Employer by the Services Completion Date.

2.6. Deliverables

The following table lists Deliverables for the Contract awarded under this RFP and includes the required studies, reports, assessments, and plans due from TA Providers during the Contract Term.

TWC anticipates that, as a TA Provider completes a TA Service and provides a draft Deliverable for the service, the Employer may review and request clarifications and/or revisions as needed, based on which the TA Provider will finalize the Deliverable with the Employer. The final Deliverable is what must be completed and provided to the Employer by the Services Completion Date.

A final Deliverable will be required and due to the Employer and TWC for each TA Service specified in the Agreement and the Task Order. The Deliverable must address all of the required elements listed for each TA Service provided as specified in **Section 2.4 Technical Assistance (TA) Services** or a statement as to why that element is not applicable.

Title of Deliverable	Due to TWC
TA Provider Profile	Within ten (10) Business Days after Contract award
Employee Needs Assessment	Within five (5) Business Days after issuance of the final version to Employer
Employer Feasibility and Cost Analysis Study	Within five (5) Business Days after issuance of the final version to Employer
Options Analysis and Recommendations Report	Within five (5) Business Days after issuance of the final version to Employer
Site Selection Report	Within five (5) Business Days after issuance of the final version to Employer
Business Plan	Within five (5) Business Days after issuance of the final version to Employer

2.7. Payment Verification and Post-Completion Survey

2.7.1. Verification Required for TWC Payment

TWC will make payments to the TA Provider for each Employer-requested TA Service that is (1) approved in the executed Task Order and (2) completed with the final Deliverable provided to the Employer by the Services Completion Date in the approved Task Order.

Prior to payment:

2.7.1.1 The TA Provider must submit to TWC a copy of the final Deliverable for each TA Service and a sufficient invoice complying with the requirements included in the Contract listing the specific TA Service associated with that Deliverable.

2.7.1.2 TWC will verify in writing with the Employer that the Employer received the final Deliverable for the TA Service by the Services Completion Date.

2.7.2. Post-Completion Survey

In addition to the Employer verification identified above, TWC will also conduct a follow-up survey with an Employer regarding the TA Service(s) completed. This survey may request comments about work performed by the TA Provider, Employer satisfaction, number of child care slots created, number of employees benefited, impact on the workforce, other benefits, and challenges.

This survey is not considered necessary for payment to be made to a TA Provider; however, TWC, in its sole discretion, may assess the survey

responses to determine if performance issues with a TA Provider exist and whether the awarded Contract should be terminated early. Through the compilation and review of survey responses and other feedback from Employers, should TWC determine that there is a performance issue with a TA Provider, TWC will exercise the option to terminate the Contract with the TA Provider for cause under Section 10.2 of **Attachment 1 TWC Terms and Conditions**. Upon indication of two (2) Employers' satisfaction concerns and/or complaints, TWC will notify TA Provider of failure to meet the Service Level Agreement and will assess the associated Service Level Credit. In addition, TWC will provide and review the survey responses and other feedback received with the TA Provider through a meeting. TA Provider will have thirty (30) days to cure performance after the meeting with TWC. If after thirty (30) days TWC receives two (2) additional Employers' satisfaction concerns and/or complaints, the Contract will be terminated for breach pursuant to Section 10.2 of **Attachment 1 TWC Terms and Conditions**.

2.8. Costs of Technical Assistance Services

Funding for the Technical Assistance Services will be based on pricing agreed upon in the TWC Contract awarded to the Successful Respondent for each available TA Service and is the maximum pricing allowed regardless of Employer size, and is inclusive of all incidental costs, including travel. Respondents to this RFP will complete **Form 2 Cost Proposal** as a part of their Proposal for TWC evaluation.

ARTICLE III. GENERAL INFORMATION

3.1. Terms and Conditions

The Terms and Conditions identified in the Solicitation and attachments including **Attachment 1 – TWC Terms & Conditions** are applicable to this Solicitation and any Contract resulting from this Solicitation. TWC reserves the right to incorporate additional provisions in the Contract in the best interest of TWC.

In the event of a conflict between this Solicitation and applicable laws and regulations, precedence shall be given to the laws and regulations.

3.2. Contract Award

TWC intends to award one or more Contracts as a result of this Solicitation. TWC anticipates that there will be significant Employer interest and intends to award multiple TA Provider Contracts to give Employers the ability to select a TA Provider that will fit their needs.

A written notice of Contract Award will be posted on the ESBD and sent to all Respondents immediately following execution of the Contract.

3.3. Contract Execution

If, for any reason, a Contract cannot be executed with a Respondent selected for award within thirty (30) days of TWC's determination to seek to contract with that Respondent, TWC may negotiate a Contract with the next highest-scored Respondent or may withdraw, modify, or partially award this Solicitation.

3.4. Contract Term

The initial Contract Term will be approximately twenty-four (24) months and will commence on the fully executed Contract date. At the end of the initial Term, TWC will have the sole option to renew the term of the Contract for three (3) additional one (1) year terms.

The Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the General Appropriations Act, TWC consolidation of offices, or any other disruption of current appropriations, Termination provisions of **Attachment 1- TWC Terms and Conditions** shall apply.

3.5. Price Adjustment

Pricing agreed to in any resulting Contract shall be firm and remain constant based on the price agreed upon at award through the life of the Contract and any exercised optional renewal terms, if applicable.

3.6. Contract Amendments

The Contract may be amended only by written agreement signed by both the Successful Respondent and TWC.

3.7. No Guarantee of Volume, Usage, or Compensation

TWC makes no guarantee of volume, usage, or total compensation to be paid to a Respondent under an awarded Contract, if any, resulting from this Solicitation.

TWC reserves the right to cancel, make partial award, or decline to award a Contract under this Solicitation at any time at its sole discretion.

3.8. Governmental Entities

If Respondent is responding to this Solicitation in its capacity as a governmental entity, certain Terms and Conditions found in this Solicitation, including exhibits and attachments, may not be applicable. Furthermore, to the extent permitted by law, if a Proposal is received from a governmental entity, TWC reserves the right to enter into an interagency or interlocal agreement with the governmental entity.

3.9. Offer Period

Proposals shall be binding for a period of one hundred and eighty days (180) after the submission due date. A Respondent may extend the time for which its Proposal will be honored upon request by TWC. Upon Contract execution, prices agreed upon by the Successful Respondent(s) are an irrevocable offer for the term of the Contract and any Contract renewals or extension(s). No other costs, rates, or fees shall be payable to the Successful Respondent unless expressly agreed upon in writing by TWC.

3.10. Costs Incurred

Respondent understands that issuance of this Solicitation in no way constitutes a commitment by TWC to award a Contract. Additionally, TWC is not liable for any costs incurred by a Respondent in the preparation of a response to this Solicitation. Costs of developing Proposals, preparing for, or participating in Oral Presentations and Site Visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

3.11. Public Information Act - Respondent Proposal

Information, documentation, and other materials submitted in connection with this Solicitation or resulting Contract may be subject to public disclosure pursuant to the Texas Public Information Act, Texas Government Code, Chapter 552. See **Attachment 1 - Terms & Conditions, Section 2.4.**

If Respondent asserts that information provided in its Proposal is exempt from disclosure under the Texas Public Information Act, Respondent must mark and submit two (2) separate, searchable Portable Document Format (PDF) copies (Original Proposal and "Public Information Act Copy," including attachments, of the Original Proposal) as identified below. **This copy is in addition to the original and all copies otherwise required under the provisions of this Solicitation).**

a. Mark Original Proposal:

1. Mark the top of the front page with the words "CONTAINS CONFIDENTIAL INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Arial font or larger);
2. Mark the bottom of each page that contains information that Respondent claims is exempt from public disclosure with the words "CONTAINS CONFIDENTIAL INFORMATION";
3. Identify, adjacent to each portion of the Proposal that Respondent claims is exempt from public disclosure, the claimed exemption from disclosure. Vague and general claims to confidentiality will not be acceptable (**NOTE: no redactions are to be made in the Original Proposal**).

b. Mark a separate Public Information Act Copy of Proposal:

1. Mark the copy at the top of the front page with "Public Information Act Copy" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Arial font or larger);
2. Each portion Respondent claims is exempt from public disclosure must be redacted (blacked out); and
3. Identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required by this subsection (b) must be identical to the redactions identified in subsection (a)(3), above. The only difference in required markings and information between the Original Proposal and the "Public Information Act Copy" of the Proposal will be redactions, which can only be made in the "Public Information Act Copy." There must be no redactions in the Original Proposal.

Respondent should not submit a Public Information Act Copy indicating that the entire Proposal is exempt from disclosure. Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and this blanket claim will not be considered by TWC.

A Proposal should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its response, by submitting a Proposal, Respondent agrees to reproduction and posting on public websites by the State of Texas, including all other state agencies, without cost or liability and, additionally, agrees to allow the State of Texas to provide a copy of the Proposal to individuals making a Public Information Act request for the response.

TWC may, in its sole discretion (1) disqualify all Respondents that fail to fully comply with the requirements set forth in this section, or (2) offer all Respondents that fail to fully comply with the requirements set forth in this section additional time to comply. Submitting partial or incomplete information that suggests inclusion of confidential information constitutes failure to comply with the requirements set forth in this section.

3.12. Public Information Act – Contract Award

Within five (5) days from Contract execution, the Successful Respondent must submit a “Public Information Act Copy” of the Original Executed Contract (in addition to the original executed contract) to the TWC contract manager by email. The Public Information Act Copy must meet the following requirements:

- a. The copy must be clearly marked as “Public Information Act Copy” on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Arial font or larger);
- b. Each portion Successful Respondent claims is exempt from public disclosure must be redacted (blacked out); and
- c. Successful Respondent must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (b) of this section must be identical to those set forth in the Original Proposal as required in Section 3.11.(a)(2) above. The only difference in required markings and information between the Original Contract and the “Public Information Act Copy” of the

contract will be redactions, which can only be included in the "Public Information Act Copy." There must be no redactions in the Original Contract.

3.13. Respondent Waiver – Intellectual Property

SUBMISSION OF ANY DOCUMENT TO TWC IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER AND AGREEMENT BY RESPONDENT TO FULLY INDEMNIFY THE STATE OF TEXAS AND TWC FROM ANY CLAIM OF INFRINGEMENT AGAINST THE STATE OF TEXAS AND TWC REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF RESPONDENT OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO TWC BY RESPONDENT.

3.14. Insurance

For the duration of any Contract resulting from this Solicitation, the Successful Respondent shall acquire insurance, bonds, or both, with financially sound and reputable independent insurers, in the type and amount listed in **Attachment 1 – TWC Terms & Conditions** and **Attachment 4 - Insurance Requirements**.

Notwithstanding the preceding, TWC reserves the right to consider reasonable alternative methods of insuring the Contract in lieu of the insurance policies customarily required. It will be the Respondent's responsibility to recommend to TWC alternative methods of insuring the Contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance and/or bonds. TWC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

3.15. Sanctions and Remedies

3.15.1 General

The Sanctions and remedies will be referred to as "Sanctions."

3.15.2. Assessment of Sanctions

Once TWC has determined that Sanctions are to be assessed, the Contract Manager shall notify the Successful Respondent of the assessment(s). TWC will withhold Sanctions from payments to the Successful Respondent or, if no payments are to be made, TWC will make demand of payment of sanctions. The Successful Respondent must make payment within thirty (30) days of the TWC's demand.

3.15.3. Failure to Assess Sanctions

The failure of TWC to assess Sanctions in any instance where TWC is entitled to Sanctions under the terms of this Solicitation, or the resulting Contract shall not constitute waiver in any fashion of TWC's rights to assess Sanctions.

3.15.4. Failure to Notify TWC of a Change of Ownership or Control or Change in Financial Condition.

The failure of the Successful Respondent to notify TWC of a change of ownership or control or change in financial condition as required in **Sections 3.17 (Change in Ownership or Financial Condition)** may result in the Successful Respondent being assessed sanctions in the amount of five hundred dollars (\$500) per incident.

3.15.5. Failure to Comply with Disclosure Requirement.

The failure of the Successful Respondent to comply with the disclosure requirement in **Attachment 1 - Terms and Conditions, Section 2.3** may result in the Successful Respondent being assessed sanctions in the amount of one thousand dollars (\$1,000) per incident.

3.15.6. Failure to Produce Records or Information as part of Background Investigation.

The failure of the Successful Respondent to cooperate with and/or produce records or information as part of a background investigation conducted pursuant to **Attachment 1 - Terms & Conditions, Section 2.31** may result in the Successful Respondent being assessed Sanctions in the amount of one thousand dollars (\$1,000) per day for each day the records/information are not produced, or answers are not provided.

3.15.7. Failure to Produce Records or Information as part of an Audit.

The failure of the Successful Respondent to cooperate with and/or produce records or information as part of an audit conducted pursuant to **Attachment 1 - Terms & Conditions, Sections 2.15-2.17** or requested pursuant to **Attachment 1 - Terms & Conditions, Section 2.39** may result in the Successful Respondent being assessed Sanctions in the amount of two thousand five hundred dollars - (\$2,500) per day for each day the records/information are not produced, or answers are not provided.

3.16. Liquidated Damages

3.16.1. General

It is agreed by TWC and the Successful Respondent that:

- a. If the Successful Respondent does not provide or perform the requirements referred to or listed in this Solicitation or fulfill the obligations of the Contract, damage to TWC will result;
- b. establishing the precise measure of damages in the event of default by the Successful Respondent may be (i) costly, (ii) time consuming, or (iii) difficult or impossible to calculate;
- c. the liquidated damage assessments contained herein represent a good faith effort to quantify the damages that could reasonably be anticipated at the time of execution of the Contract;

- d. the damages set forth herein are just and reasonable;
- e. nothing contained in this section shall be construed as relieving the Successful Respondent from performing all Contract requirements whether or not said requirements are set forth herein; and
- f. TWC may, therefore, in its sole discretion, deduct damages from the compensation otherwise due to the Successful Respondent. All assessments of damages shall be within the sole discretion of TWC.

3.16.2. Liquidated Damages Assessment

Once TWC has determined that liquidated damages are to be assessed, TWC shall notify the Successful Respondent of the assessment(s). Upon receipt of written notice, the Successful Respondent will have ten (10) days to provide a written explanation of any justification that may be applicable to the liquidated damages being considered and a corrective action plan for bringing the operations within the standards specified. TWC has the right to amend the corrective action plan submitted by the Successful Respondent. In all cases, the corrective action plan must be approved by TWC in writing prior to implementation. The corrective action plan must be implemented by the Successful Respondent at no cost to and upon approval by the TWC Contract Manager. Liquidated damages will not be assessed during the specified cure period for the activity in question. If the breach is not cured or the Successful Respondent does not provide a written justification and/or approved corrective action plan, TWC will withhold liquidated damages from payments to the Successful Respondent, or, if no payments have been made, TWC will make demand of payment of liquidated damages. The Successful Respondent must make payment within thirty (30) days of TWC's demand. In the event the Successful Respondent fails to pay within the thirty (30) day period, TWC may utilize the option to withhold any additional payments. Failure to pay assessed liquidated damages within the designated time frame may be deemed by TWC to be a breach of Contract.

3.16.3. Specific Liquidated Damages

Failing to begin work within thirty (30) days of TWC's approval of a Task Order may result in a Liquidated Damage of two percent (2%) of the total costs for the associated Task Order for each day.

3.17. Service Level Agreements and Service Level Credits

TWC has chosen to address the majority of the risks related to the Successful Respondent's performance through Service Level Agreements (SLAs) and the assignment of Service Level Credits (SLCs). The SLCs described below represent the projected financial loss and expenditures that may occur because of Successful Respondent's non-performance.

The Successful Respondent shall meet or exceed the service criteria and timelines established in the Contract. Ongoing failure to meet these timelines and criteria may be considered a breach of contract. If TWC determines that any of the timelines and criteria are not met for any given calendar month, TWC will provide written notice to the Successful Respondent.

SLAs	Description	SLCs
SLA 1.1	Failure to submit a final Deliverable to TWC within five (5) Business Days after issuance of the final version to Employer	\$500 per calendar day
SLA 1.2	Failure to submit a final Deliverable for Employee Needs Assessment listed on an approved Task Order to TWC with all the required elements	\$500 per incident

SLAs	Description	SLCs
SLA 1.3	Failure to submit a final Deliverable for Employer Feasibility and Cost Analysis Study listed on an approved Task Order to TWC with all the required elements	\$500 per incident
SLA 1.4	Failure to submit a final Deliverable for Options Analysis and Recommendations Report listed on an approved Task Order to TWC with the required elements	\$500 per incident
SLA 1.5	Failure to submit a final Deliverable for Site Selection Report listed on an approved Task Order to TWC with all the required elements	\$500 per incident
SLA 1.6	Failure to submit a final Deliverable for Business Plan listed on an approved Task Order to TWC with all the required elements	\$500 per incident
SLA 1.7	Two (2) Employers' indication of Employer satisfaction concerns and/or complaints based on TWC's compilation and review of survey responses and other feedback from Employers	\$500 per incident of two (2) Employers' satisfaction concerns and/or complaints.

3.18. Changes in Ownership or Financial Condition

During the term of the Contract or any extension or renewal thereof, the

Successful Respondent shall notify TWC in writing of any substantial change in the ownership or control of the Successful Respondent as soon as possible, but no later than thirty (30) days prior to its occurrence. Successful Respondent must also notify TWC in writing of any change in financial condition as soon as possible, but no later than ten (10) days after its occurrence.

The failure to notify TWC of a change of ownership or control or change in financial condition will be sufficient grounds for rejecting the Proposal or terminating the Contract. For the purposes of this section, examples of a substantial change in financial condition are events such as insolvency, bankruptcy or receivership.

3.19. Severability

If any provision or portion of this Solicitation is illegal, void, or unenforceable, the other provisions will not be affected.

3.20. Franchise Tax – Right to Transact Business in Texas

If applicable, the Texas franchise tax is imposed on each taxable entity formed or organized in Texas or doing business in Texas.

Respondent must be set up in the Texas franchise tax system prior to Contract award if applicable. Texas franchise tax information can be accessed at <https://comptroller.texas.gov/taxes/franchise/>.

ARTICLE IV. PROPOSAL PROCESS

4.1. Inquiries

4.1.1. Sole Point of Contact

All requests, questions, or other communication about this Solicitation must be submitted through the TWC Procurement Portal and will be directed to the Sole Point of Contact.

Dallas Curry-Ikner CTCD, CTCM

Purchaser

[Texas Workforce Commission Procurement Portal](#)

See also **Section 4.1.4 (Exception to Sole Point of Contact)** below.

4.1.2. Prohibited Communication

Except as provided in **Section 4.1.1 (Sole Point of Contact)**-and **Section 4.1.4 (Exception to Sole Point of Contact)**, a potential Respondent and Respondent that has submitted a Proposal is prohibited from any communication with TWC regarding the Solicitation. Unless allowable, TWC, its representative(s), and partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or its representative(s). Attempts to ask questions through any means other than as provided by this Solicitation will not be allowed or recognized as valid. Respondent shall rely only on written statements issued by or through TWC designated staff as provided by **Section 4.1 (Inquiries)**. **Failure to comply with these restrictions may result in disqualification of Respondent's Proposal.** These restrictions do not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

4.1.3. Written Questions

TWC will allow written questions regarding this Solicitation. Questions must be submitted in accordance with **Section 4.1.1 Sole Point of Contact** by the deadline established in **Section 1.3 (Schedule of Events)**. Include the Solicitation section and page number to which each question applies.

TWC will post to EDBD and the TWC Procurement Portal, the Questions & Answers and, if appropriate, an Amended Solicitation by the deadline established in **Section 1.3 (Schedule of Events)**. Answers to questions will not be provided individually to prospective Respondents submitting questions.

TWC reserves the right to amend answers previously posted prior to the Proposal deadline identified in **Section 1.3 (Schedule of Events)**. If amended, a notification of the amended answers will be posted on the ESBD and TWC Procurement Portal. It is the Respondent's responsibility to check the ESBD and the TWC Procurement Portal. TWC also reserves the right to provide a single consolidated response to all similar questions at the agency's sole discretion.

Questions received by the deadline in **Section 1.3 Schedule of Events** will be reviewed by TWC. Only TWC's written answers posted to the TWC Procurement Portal to questions submitted to the Sole Point of Contact in writing, in accordance with this section, are binding.

4.1.4. Exception to Sole Point of Contact

Exceptions to Section 4.1.1 (Sole Point of Contact) are as follows:

- a. A Respondent with questions relating to the HSP is permitted to direct those questions to the TWC HUB staff TWCHUBinfo@twc.texas.gov.
- b. The Sole Point of Contact may expressly direct that another designated TWC representative may speak to the Respondent, such as during Contract negotiations. A Respondent is required to ensure that

communications have been authorized by the Sole Point of Contact before engaging in any such communication. Failure to comply with this requirement may result in the disqualification of a Respondent's Proposal.

4.2. Pre-Proposal Conference

TWC will conduct a Pre-Proposal Conference. A prospective Respondent - should plan to attend the Pre-Proposal Conference. See **Section 1.3 (Schedule of Events)** for the date and time. The Pre-Proposal Conference will include an overview of the Solicitation and a presentation on the HSP requirements, if applicable to this Solicitation. A question-and-answer session will also take place regarding general, technical and HSP (if applicable) questions.

4.2.1. Attendance

Attendance at the Pre-Proposal Conference is optional but highly recommended.

Attendees to a virtual Pre-Proposal Conference are required to send an email prior to the conference to the **Sole Point of Contact (Section 4.1.1)**, advising of participation in the Pre-Proposal Conference. Attendees must provide in the email their name, phone number, and name of the organization they are representing.

4.2.2. Logistical Information

PHS will hold the Pre-Proposal Conference on the date and time set out in **Section 1.3 (Schedule of Events)**.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the Sole Point of Contact identified in **Section 4.1.1 (Sole Point of Contact)** at least seventy-two (72) hours before the meeting in order to have reasonable accommodations made by TWC.

Conference Call or Webinar Information:

Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join.

Registration Link:

https://zoom.us/webinar/register/WN_xfnunM0nQ3yjs-vtwzvHog

4.2.3. Questions at the Pre-Proposal Conference

Attendees may submit questions in writing at the conference according to the instructions provided by TWC. All questions must be in the required format and include the information as referenced in **Section 4.1.3 (Written Questions)**.

- a. During the Pre-Proposal Conference, TWC may provide answers to questions, but only written answers will be posted in the TWC Bonfire Portal as an Addendum to the Solicitation. A notification of the written answers will be posted on ESBD. Only written answers will be considered an official, binding update to the Solicitation.
- b. TWC reserves the right to amend, prior to the Proposal Deadline, answers previously posted. Amended answers will be posted in the TWC Bonfire Portal and a notification of amended answers will be posted on ESBD. Notification of posting will be in accordance with **Section 1.3 Schedule of Events**.
- c. Unauthorized communications with TWC program area staff regarding this Solicitation before, during, or after the Pre-Proposal Conference are prohibited. Failure to comply with these restrictions may result in disqualification of Respondent's Proposal.

4.3. Proposal Composition

4.3.1. General Information

Respondent must fully and completely address all requirements described in this Solicitation. Incomplete or partial Proposals will not be considered. The Respondent must provide all information that the Respondent believes would be helpful to TWC in evaluating the Respondent's ability to fulfill the Solicitation requirements. Respondent shall prepare a Proposal that clearly and concisely represents its qualifications and capabilities.

4.3.2. Proposal Format

The Proposal submitted in response to this Solicitation must:

- a. Be responsive to all Solicitation requirements;
- b. Be in the 8 1/2" by 11" paper layout;
- c. Be clearly legible; and
- d. Be presented using font type Verdana, or Arial, font size 12 pt., with one (1) inch margins and 1.5 line spacing; the sole 12-point font size exception is no less than size 10 pt. for tables, graphs, and appendices.

4.3.3. Proposal Signature

Respondent's authorized representative must sign on all exhibits and forms requiring a signature. A Proposal without the required signatures is not responsive to the Solicitation and will be disqualified. Unsigned Proposals will not be evaluated; these Proposals will be kept with the procurement file and not be returned to the Respondent.

4.3.4. Discrepancies

In the event of any discrepancies or variations between copies, TWC is under no obligation to resolve the inconsistencies and may make its scoring and selection decision, accordingly, including the decision to potentially disqualify a Proposal. If Respondent fails to submit its Proposal in accordance with this Solicitation, TWC in its sole discretion, will determine the version to be used as the original or may disqualify the Proposal. If the Respondent submits a redacted Public Information Act Proposal (See **Section 3.10**) as the "Original," or only Proposal, TWC will disqualify the Proposal and it will not be evaluated. TWC will not accept submissions after the "Deadline for Submission of Proposals" in **Section**

1.3 (Schedule of Events) to remedy discrepancies or variations in Proposal submissions.

4.3.5. Exceptions

Each Respondent is highly encouraged, in lieu of including exceptions in a Proposal, to address all issues that might be advanced by way of exception by submitting such issues as questions pursuant to **Section 4.1.3 (Written Questions)**.

Any exception included in a Proposal may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Proposal, Respondent is required to use **Form 1 - Execution of Response** of this Solicitation and provide all information requested on the form. Any exception that does not provide all required information in the format set forth in **Form 1 - Execution of Response** may be rejected without consideration. Respondent must clearly identify the specific section and language to which it takes exception, propose specific alternative language, and describe its reasoning for requesting the exception. TWC will only consider exceptions submitted on **Form 1- Execution of Response**.

No exception, nor any other term, condition, or provision in a Proposal that differs from or contradicts this Solicitation will be considered to be part of any Contract resulting from this Solicitation unless expressly made a part of the Contract in writing by TWC.

Excessive exceptions or exceptions which are not presented as required may affect a Respondent's standing, may delay negotiations resulting in a shorter Contract Term, may cause the Respondent's Proposal to be deemed non-responsive or unacceptable for award and be removed from further consideration and without discussion. Any exceptions or deviations by the Respondent to **Attachment 1 - Terms & Conditions** may make the response unacceptable for award without discussion. If a Respondent proposes exceptions to the Terms & Conditions, TWC may make an award

without discussion to another Respondent that did not propose exceptions to the Terms & Conditions.

4.3.6. Binding Offer

A Proposal should be responsive to the Solicitation as worded and without any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Proposals constitute binding offers. **Any Proposal that includes any type of disclaimer or other statement indicating that the Proposal, or any portion of the Proposal, does not constitute a binding offer may be disqualified, as determined by TWC in its sole discretion.**

If a Respondent's ability to enter into a Contract is contingent upon any exception or assumption provided in accordance with **Section 4.3.5 (Exceptions)**, the Respondent may be disqualified from further consideration for Contract award.

4.4. Proposal Submission and Delivery

4.4.1. Deadline

Proposals must be received by PHS as prescribed no later than the date and time specified in **Section 1.3 (Schedule of Events)**.

TWC is not responsible for Proposals that are illegible, incomplete, or otherwise considered disqualified due to failure of electronic equipment or operator error.

4.4.2. Submission Method-TWC Procurement Portal

TWC has implemented the eProcurement platform referred to as the TWC Procurement Portal. All Respondent submissions must be uploaded electronically to the [TWC Procurement Portal](#) link on the "Open Public Opportunities" tab.

Proposal submissions by any other method will not be accepted.

To respond to this Solicitation, Respondents must register through the TWC Procurement Portal website. There is no charge to register.

Step-by-step Instructions are available at:

[Creating and Uploading a Submission to the TWC Procurement Portal](#)

For a quick tutorial through the registration and submission process, visit:

[TWC Procurement Portal Registration and Submission Process Video](#)

Any issues with uploading must first be addressed with the TWC Procurement Technical Support at the contact information included in the Procurement Information Summary and TWC Procurement Portal Instructions to Respondents document.

Respondents must contact the Sole Point of Contact prior to the deadline if there are issues with using the TWC Procurement Portal and an alternative submission method may be required. Failure to contact the Sole Point of Contact well before the deadline to make alternative arrangements will disqualify any subsequent Response submission.

In no event will TWC be responsible or liable for any delay or error in delivery. TWC is not responsible for electronic submissions that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any TWC anti-virus or other security software.

It is the Respondent's responsibility to appropriately mark and upload the Proposal to the [TWC Procurement Portal](#) by the specified date. Each Respondent is solely responsible for ensuring its Proposal is submitted in accordance with all Solicitation requirements and ensuring timely receipt by TWC.

Hard copies received will not be accepted or reviewed.

4.4.3. Ownership of Proposals

All materials submitted by a Respondent will become the property of TWC and may be used as TWC deems appropriate. A Proposal becomes the property of TWC after submission and will not be returned to the Respondent.

4.4.4. Modifications and Withdrawals

Prior to the Proposal submission deadline in **Section 1.3 (Schedule of Events)**, Respondent may: (1) withdraw its Proposal by unsubmitting the response in the TWC Procurement Portal; or (2) modify its Proposal via the TWC Procurement Portal. When amending its Proposal, Respondent must follow the instructions provided by the TWC Procurement Portal, revising the section or sections intended, submit and finalize.

4.5. Additional Information

By submitting a Proposal, the Respondent grants TWC the right to obtain any information from any lawful source, including the Comptroller's VPTS, regarding the past history, practices, conduct, ability, and eligibility of the Respondent to supply goods and/or services and to fulfill requirements under this Solicitation, and the past history, practices, conduct, ability and eligibility of any director, officer, or key employee of the Respondent. By submitting a Proposal, the Respondent releases from liability and waives all claims against any party providing information about the Respondent at the request of TWC.

TWC may contact references provided in response to this Solicitation. TWC may contact Respondent's clients or solicit information from any available source, including the Comptroller's VPTS.

Any information received may be grounds for disqualification if that information, in TWC's sole discretion, suggests that the Respondent may perform poorly if selected.

4.6. Ambiguity, Conflict, or Discrepancy

Respondent must notify the **Sole Point of Contact (Section 4.1.1)** of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or error in the Solicitation in the manner and by the deadline described in **Section 4.1.3 (Written Questions)**.

If Respondent fails to properly and timely notify the **Sole Point of Contact (Section 4.1.1)** of any ambiguity, conflict, discrepancy, exclusionary specification, omission, need for clarification, or other error in the Solicitation, Respondent:

- a. Waives any claim of error or ambiguity in the Solicitation and any resulting Contract;
- b. Submits a Proposal at its own risk;
- c. May not contest the interpretation by TWC of such provision(s); and
- d. Is not entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or TWC's later correction.

4.7. Changes, Modifications, and Cancellation of Solicitation

TWC reserves the right to make changes to or cancel this Solicitation or award of a Contract under this Solicitation. Notices of cancellation or changes and modifications to the Solicitation, whether made as a result of a potential Respondent's written inquiries or otherwise will be posted as a notification on ESBD and published on the TWC Procurement Portal.

ARTICLE V. PROPOSAL EVALUATION AND AWARD PROCESS

5.1. Written Proposal Evaluation

Each member of the evaluation team will read the Proposals in preparation for evaluation. The evaluation team will score all Proposals that pass initial screening (**Section 5.4, Initial Compliance Screening**), even if there is only one viable Proposal. Proposals will be scored against the criteria in **Section 5.6 (Written Proposal Evaluation Criteria)**.

Proposals will be evaluated utilizing aggregated individual scoring outlined in this Article (**Article V- Proposal Evaluation and Award Process**). The individual evaluators' scores will be aggregated and weighted, resulting in the Final Written Response Scores, unless BAFOs are conducted.

5.2. Conformance with State Law

Proposals shall be evaluated in accordance with Texas Government Code § 2155.074(b). TWC shall not be obligated to select the lowest priced Proposal but shall make an award to the Respondent that provides the best value to the State of Texas.

5.3. Evaluation Process Overview

Proposals that meet the minimum qualifications will be submitted to the evaluation team for review and scoring. Each member of the evaluation team will receive a copy of each responsive Proposal. The evaluators will review the Proposals considering the criteria listed in **Section 5.6 (Written Proposal Evaluation Criteria)**.

Evaluators will individually score the Proposals. Oral Presentations or Site Visits may also be used to make a selection for Contract award, as outlined in this section.

5.4. Initial Compliance Screening

TWC will review Proposals for compliance with the responsiveness (see **Attachment 3 (Proposal Submission Checklist)** for a list of required information) and for demonstrated ability to meet the **Section 5.5 Minimum Qualifications** required to advance to evaluations. Failure to meet the Minimum Qualifications will result in disqualification of the Proposal.

TWC will automatically disqualify any Proposal that does not include one or more of the completed and signed (as applicable) documents listed in **Attachment 3 (Proposal Submission Checklist)**.

All Proposals will be screened for inclusion of all required information prior to release to the evaluation team. TWC may exclude from further consideration for selection any non-responsive Proposal or portion of a Proposal.

5.5. Minimum Qualifications

A Respondent must meet the Minimum Qualifications listed below. Respondents that do not meet the Minimum Qualifications listed below will be disqualified from consideration.

- a. References (**Form 3 – References**)-Respondent must have three (3) years of direct experience in the provision of the Technical Assistance Services defined in this RFP and:
 1. This direct experience must be to a minimum of three (3) employers; and
 2. The experience must include a minimum of two (2) of the Technical Assistance Services identified in this RFP.
- b. Form 5 Release of Liability (for References) must be submitted.
- c. Respondent must be financially solvent and adequately capitalized, as determined based on a review of documentation required by **Section 6.8 (Financial Information)**, if applicable;

- d. Respondent has submitted an HSP in accordance with **Section 6.11 HUB Subcontracting Plan**;
- e. Respondent has submitted the Proposal in accordance with **Section 4.4 (Proposal Submission and Delivery)**. See also the optional **Attachment 3 Proposal Submission Checklist**.
- f. Respondent who receives an overall score on the VPTS of “D” or below shall be disqualified from consideration for award.

5.6. Written Proposal Evaluation Criteria

TWC shall consistently evaluate and score Proposals in accordance with the following criteria. See also **Attachment 2 – Evaluation Scoring Matrix**.

5.6.1. Cost /Price or Reasonableness of Price (40%)

5.6.2. Past Performance, Qualifications, and Experience (40%)

5.6.2.1 Respondent demonstrates organizational experience in conducting work related to at least two (2) Technical Assistance Services listed in **Section 2.4 Technical Assistance (TA) Services** under **Article II Scope of Work** of this RFP;

5.6.2.2 Respondent meets qualifications related to providing direct Technical Assistance to a minimum of three (3) employers;

5.6.2.3 Respondent meets qualifications related to providing direct Technical Assistance for a minimum of three (3) years;

5.6.2.4 Respondent clearly demonstrates qualifications and prior experience in providing Employee Needs Assessment, Employer Feasibility and Cost Analysis Study, and Options Analysis and Recommendations Report, and if applicable, qualifications and prior experience in providing Site Selection Report and Business Plan;

5.6.2.5 Respondent clearly demonstrates knowledge and understanding of Texas regulatory requirements for child care services; and

5.6.2.6 Respondent's qualifications and experience are confirmed through reference checks conducted by TWC.

5.6.3. Respondent's Technical Approach, Proposed Work/Project Plan for Providing the Requested Services (10%)

5.6.3.1 The approach proposed by Respondent to provide Technical Assistance to Employers is sound and aligns with the Technical Assistance Services defined in this RFP;

5.6.3.2 Respondent clearly indicates the capacity to work with multiple Employers simultaneously; and

5.6.3.3 The sample deliverables included by Respondent in the Response address and align with the RFP's intent and focus, including a clear demonstration of prior experience in providing Employee Needs Assessment, Employer Feasibility and Cost Analysis Study, and Options Analysis and Recommendations Report.

5.6.4. Qualifications of Respondent's Key Personnel (10%)

5.6.4.1 Respondent's Project Manager clearly demonstrates the qualifications and experience required for Program success; and

5.6.4.2 Respondent's other Key Personnel collectively demonstrate qualifications and experience in providing Employers with direct Technical Assistance Services supported under this RFP.

5.7. Best and Final Offer (BAFO)

TWC may, at its sole discretion, following the execution of **Section 5.1 (Written Proposal Evaluation)**, request BAFOs from all Respondents or, only those Respondents whose Proposals meet **Section 5.11 (Advancement Criteria)**. The request for a BAFO will allow a Respondent the opportunity to revise its original Proposal, including pricing. Revisions must be submitted in the manner and form prescribed by the BAFO request. Requests will be sent to the point of contact provided by the Respondent. TWC is not responsible for a Respondent's failure to timely receive the BAFO request.

A Respondent should provide its best offer in its original Proposal. Respondents should not expect or assume that TWC will request a BAFO. TWC reserves the right to request more than one BAFO from each of the selected Respondents; however, multiple, successive Proposals are not envisioned since a BAFO is intended to be a "best and final offer." If a response is submitted to a request for a BAFO, the Final Written Response Scores or Total Score (as outlined by **Section 5.8 Final Written Response Score and Total Score**) will be revised in accordance with the stated criteria in **Section 5.6 (Written Response Evaluation Criteria)** as to any changes made to the Respondent's original Proposal. A request for a BAFO does not guarantee an award or further negotiations.

If a BAFO is requested by TWC and submitted by the Respondent, it will be evaluated based on the criteria listed in **Section 5.6 (Written Response Evaluation Criteria)**, rescored, and ranked by the evaluation committee.

TWC reserves the right to continue to evaluate BAFO Responses until such point as it has determined that it has obtained best value for the State, as defined by Texas Government Code § 2155.074(b).

5.8. Final Written Response Score and Total Score

A Respondent's Final Written Response Score is the score from the **Written Proposal Evaluation (Section 5.1)**. If a BAFO is requested, the Final Written Response Score may be adjusted in accordance with **Section 5.7 (Best and Final Offer (BAFO))**. Final Written Response Score may not always determine best value or selection for negotiation and award. See **Summary of Best Value Determination (Section 5.9)**.

5.9. Summary of Best Value Determination

The final selection for award will be based on best value, as determined by this section. This includes, but is not limited to, any scoring adjustments for outliers, Best and Final Offers, Oral Presentations, Site Visits, or other additional considerations as specified by this Solicitation. A Respondent is encouraged to thoroughly review the processes outlined in this **Article V – Evaluation and Award Process**, as it documents the best value considerations to be made by TWC in selecting a Respondent for negotiation and Contract Award.

5.10. Requests for Clarification

By submitting a Proposal, Respondent grants TWC the right to ask questions and request clarification. As part of the initial evaluation, the evaluation committee may request clarification. Clarifying questions to a Respondent are to resolve conflicting information, apparent ambiguities, or minor clerical errors within the Proposal.

5.11. Advancement Criteria

After the written Proposal evaluation, Respondent may be selected for invitation to Additional Evaluation Activities that may include one or more of the following: Oral Presentations, Clarifications, and Technical Discussions. Advancement will be determined by the Competitive Range.

The Competitive Range will consist of the Proposals that receive the highest scores, or most satisfactory ratings based on the published evaluation criteria and procedures governing this procurement. Cutoff for the

Competitive Range will be based on the “natural break” in scores and on reasoned judgment that Proposals below the cutoff cannot be made successful through clarification and negotiation. By way of example, in a scenario where initial evaluation scores are 97, 93, 82, 81, 79 and 68, the Competitive Range may include only the top two Respondents. TWC is not obligated to enforce a natural break in scores and reserves the right to advance as many or as few Proposals as qualified under these criteria.

A Respondent that does not meet the Advancement Criteria in this Section will not be asked to Additional Evaluation Activities. Their Final Written Response Score will be considered their Total Score, and the Respondent may not be further considered for Contract award.

To further identify the Respondent providing the best value, Respondents selected for Additional Evaluation Activities will be the final group of Respondents eligible for award. Additional Evaluation Activities will allow for revised points for the Respondent’s Final Written Response Score to replace the original Technical Score. This will be the Final Written Response Score with any adjusted points received, if applicable.

TWC may require Additional Evaluation Activities from any or all Respondents to make a determination for award recommendation. Information from the Additional Evaluation Activities will be used in addition to the scoring of the criteria in **Section 5.6 (Written Proposal Evaluation Criteria)**. TWC will provide Respondents with advance notice of any such Additional Evaluation Activities. Advance notice will include an agenda and specific scenarios or use cases for each category or criteria listed in this Section. Respondents will be responsible for their own presentation equipment. Failure to participate in the requested Advanced Evaluation Activities may eliminate a Respondent from further consideration. TWC is not responsible for any costs incurred by the Respondent in preparation for any Additional Evaluation Activities. All costs incurred by Respondent are the responsibility of Respondent.

ARTICLE VI. REQUIRED PROPOSAL INFORMATION

6.1. Submitting Proposal Information Through Bonfire

Respondent shall submit its Proposal as identified below to the TWC Procurement Portal by the due date identified in **Section 1.3 – Schedule of Events** and in accordance with the requirements in **Article IV – Proposal Process**.

Respondent shall organize the Response as follows:

Response Package 1: Create and combine all information required in **Sections 6.2, 6.4, 6.5, and 6.7. Narrative Proposal** into one (1) response packet, label it Response Packet 1, and submit it as one (1) document:

6.2 Narrative Proposal

6.2.1 Executive Summary

6.2.2 Project Work Plan

6.2.3 Key Personnel

6.4 Offered Options

6.5 Organization Information

6.5.1 Organization Point of Contact

6.5.2 Organization Profile

6.7 Contract Performance

Response Package 2:

Section 6.11 HUB Subcontracting Plan (HSP)

Form 4 HUB Subcontracting Plan

Respondent Package 3: Form 2 Cost Proposal

Section 6.3 Cost Proposal

Response Package 4: Financial Statements indicated in Section 6.8.1 must be completed and submitted individually.

6.8.1 Financial Statements

Response Package 5: **Section 3.10 Public Information Act** – Respondent Proposal for more information Public Information Act, redacted copies, if applicable

Forms: The forms indicated below must be completed and submitted individually.

Form 1 - Execution of Response. (Section 6.9 - Execution of Response)

Form 3 - References. (Section 6.6 - References)

Form 5 - Release of Liability (for References)

Form 1020 TWC Substitute W9 and Direct Deposit Form with Instructions

Attachment 4 – Insurance Requirements. (Section 3.13 -Insurance)

6.2. Narrative Proposal

6.2.1. Executive Summary

Respondent must provide an Executive Summary of their Proposal (excluding cost information) that asserts the Respondent is providing, in

its Proposal, all the requirements of this Solicitation, including **Article II-Scope of Work**. The Executive Summary must demonstrate Respondent's understanding of TWC goals and objectives for this Solicitation.

If the Respondent is providing goods and/or services beyond those specifically requested, those goods and/or services must be identified. If the Respondent is offering goods and/or services that do not meet the specific requirements of this Solicitation, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the Executive Summary. The Respondent should realize, however, that failure to provide the goods and/or services specifically requested may result in disqualification.

Respondent must not include any pricing information or estimated savings in the Executive Summary.

The Executive Summary must not exceed two (2) pages and should represent a full and concise summary of the contents of the Proposal. In addition, the Respondent should ensure the following information is included in the Executive Summary:

- a) brief description of the Respondent, including general information about the Respondent's experience in providing TA Services defined in this RFP;
- b) size of employers to which the Respondent has provided the TA Services;
- c) type of employers (e.g., for-profit or non-profit entity) the Respondent has worked with;
- d) geographical location(s) for employers that the Respondent has worked with and whether the Respondent has experience working with employers in a rural setting;
- e) list of national organizations and memberships with which the Respondent is affiliated;
- f) a link to the TA Provider website; and
- g) focus areas as they relate to the Technical Assistance Services provided by the Respondent.
- h) Upon Contract Award, Successful Respondent will be required to

submit a TA Provider Profile according to TWC provided guidance.

6.2.2. Project Work Plan

Respondent must describe the proposed processes and methodologies for providing all components of the Scope of Work described in **Article II- Scope of Work**. Respondent should identify all tasks to be performed, including all project activities, materials and other products, services, and reports to be generated during the Contract period and relate them to the stated purpose(s) and specifications described in this Solicitation.

In addition to the required **Section 6.2.1, Executive Summary** each Respondent must clearly describe:

a) What TA Services:

- has the Respondent offered to and completed for employers;
- the Respondent is proposing to offer under this RFP, including at a minimum Employee Needs Assessment, Employer Feasibility and Cost Analysis Study, and Options Analysis and Recommendations Report, should a Contract be awarded;

b) Specify and explain if the Respondent will offer Site Selection Report and Business Plan under this RFP;

c) For the TA Services the Respondent proposes to offer, how many years has the Respondent been offering each proposed service;

d) The Respondent's qualifications in offering the proposed TA Services;

e) How the Respondent will work with Employers under this RFP, including the number of Respondent personnel who will be involved in working with an Employer;

f) How the Respondent will perform simultaneous and concurrent work with multiple Employers; and

g) Employer outreach and recruitment efforts proposed by the Respondent.

As an attachment to the Proposal, each Respondent must submit two (2) deliverables that are either a report, study, assessment, or plan for TA Services previously completed by the Respondent. As needed, please redact information in the deliverables before submission.

6.2.3. Key Personnel

Respondent must discuss and provide information for the individual who will be responsible for overseeing the day-to-day performance and services (Project Manager). Provide staffing profiles and resumes for all key personnel who will be assigned to the TWC Contract that demonstrate their ability to perform the services specified in the RFP and their knowledge and understanding of Texas regulatory requirements for child care services.

6.3. Cost Proposal

Cost information must be included as a separate document and presented only in the format set forth in **Form 2 – Cost Proposal** of this Solicitation.

Respondent must state pricing for all goods and/or services rendered during the course of any Contract resulting from this Solicitation, including any and all costs involved that are to be paid or reimbursed by TWC during the initial Contract period and any renewal or extension periods. The Cost Proposal must be submitted and labeled as specified in **Section 4.4 (Proposal Submission and Delivery)**. No reimbursement is available to the Successful Respondent beyond the amount agreed to be paid for the goods and/or services provided. Pricing agreed to in any resulting Contract shall be firm and remain constant through the life of the Contract.

The Cost Proposal provided is for the services as specified in this Solicitation and shall include all costs necessary to provide the services according to the minimum specifications, requirements, provisions, and Terms and Conditions set forth in this Solicitation.

6.4. Offered Options

TWC does not intend to limit the creativity of the Successful Respondent from bringing forward new suggestions or enhancements not described in this Solicitation. Respondents are encouraged to describe Offered Options. Offered Options are not required and are not considered during evaluation of Proposals. TWC will not award additional options if not included in the Proposal.

If a Respondent is proposing additional TA Services as Offered Options, for each proposed service, the Respondent must clearly specify the required elements, pricing and the Deliverable that is a study, report, assessment, or plan resulting from the proposed service. A range of pricing is not allowable.

6.5. Organization Information

Respondent must include the following information with the Proposal:

6.5.1. Organization Point of Contact

Respondent must provide the name, address, and telephone number of Respondent's point of contact for any questions regarding the Proposal and, if different than the point of contact for questions about the Proposal, the name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation.

6.5.2. Organization Profile

Texas governmental entities are exempt from this requirement.

Respondent must provide an organizational profile, including:

- a. Ownership structure (e.g., corporation, partnership, LLC, or sole proprietorship), including any wholly owned subsidiaries, affiliated companies, or joint ventures. *(Please provide this information both in a narrative and as a graphical representation.)*
 1. If Respondent is an affiliate of, or has a joint venture or strategic alliance with, another company, Respondent must identify the

percentage of ownership of each joint venture member or affiliate and the percentage of the parent company's ownership. The entity performing the majority of the work under any Contract resulting from this Solicitation, throughout the duration of the Contract, must be the primary bidder.

2. Finally, Respondent must provide its proposed operating structure for the services requested under this Solicitation and which entities (i.e., parent company, affiliate, joint venture, subcontractor) will be performing the services;
- b. The year the company was founded and/or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation;
 - c. The location of company headquarters and any field office(s) that may provide services for any resulting Contract under this Solicitation;
 - d. The number of employees in the company, both locally and nationally, and the location(s) from which employees will be assigned to TWC's project; and
 - e. Indicate whether the company has ever been in contract with any Texas state agency. If "Yes," specify the contract term, for what duties, and with which agency.

6.6. References

Respondent must provide References in the format set forth in **Form 3 – References**. These references must relate to similar contracts or projects performed as described in **Article II Scope of Work** of the RFP.

6.7. Contract Performance

The Respondent shall state whether or not any of the following have occurred during the last five (5) years:

- a. The Respondent has had a contract terminated, and, if so, shall provide full details, including the other party's name, address, and

telephone number.

- b. The Respondent has been assessed any Sanctions, including liquidated damages or other such monetary remedies, under any existing or past contracts, and, if so, note the reason for and the amount assessed or paid for each incident.
- c. The Respondent was the subject of (i) any threatened, pending, or resolved disciplinary action for substandard work and/or unethical practices; or (ii) any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice, or activity.
- d. The Respondent has been involved in any civil or criminal litigation and/or entered into any compromise agreement, settlement agreement, or resulting consent decree or judgements, if applicable, related to contract performance, the goods and/or services sought by this Solicitation, or that a reasonable person knowledgeable of the applicable industry would consider relevant to the work under the Contract. Respondents are not required to violate any confidentiality provision but must provide information not prohibited from disclosure.

6.8. Financial Soundness

6.8.1. Financial Statements

The Respondent must provide the following information in an electronic file/document format. (A PDF form is acceptable in the event that is the only format available). The Financial Statements will be reviewed by a TWC Analyst for financial viability and will receive a pass/fail mark. TWC reserves the right to disqualify a Respondent that receives a fail mark.

Respondent must include its Unique Entity Identification number (SAM.gov);

For the last three (3) fiscal years most recently ended, audited financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP). If audited financial statements are not prepared, the last three (3) years of un-audited financial statements such as, Reviewed

Financial Statement by a Certified Public Accounting (CPA) firm or Compiled Financial Statements by a CPA firm will suffice as long as Respondent affirms that it is not required to have its financial statements audited and therefore does not currently have audited financial statements to provide in response to this Solicitation;

Respondent's state and county of incorporation and its principal place of business;

Statement describing all unasserted and asserted legal claims, current status and expected outcomes and/or judgments and any off-balance sheet liabilities or contingencies; and

Any official document displaying current proof of authority to conduct business in the State. Examples: State Franchise Tax Certification of Account Status and State Sales Tax Permit, both available from the State Comptroller of Public Accounts and the Certification of Fact, that is available from the Secretary of State available at www.sos.state.tx.us.

6.8.2. Financial Statement Frequency

The Successful Respondent must provide the financial statements in **Section 6.8.1** annually throughout the term of the Contract.

6.9. Execution of Response

Respondent must complete, sign, and return **Form 1 – Execution of Response**. By signing, Respondent agrees to provide the goods and/or services described in this Solicitation and agrees to abide by all TWC Terms and Conditions as specified in this Solicitation and in any Contract resulting from an award.

6.10. Corporate Guarantee

If the Respondent is substantially owned or controlled, in whole or in part, by one or more other legal entities, the Respondent must submit the information required under **Section 6.8 (Financial Soundness)** above for each such entity, including the most recent financial statement for each such entity. The Respondent must also include a statement from the entity or

entities with substantial ownership or control that the entity/ies will unconditionally guarantee performance by the Respondent of each and every obligation, warranty, covenant, term, and condition of any Contract resulting from this Solicitation. If TWC determines that an entity does not have sufficient financial resources to guarantee the Respondent's performance, TWC may require the Respondent to obtain another acceptable financial instrument or resource from such entity, or to obtain an acceptable guarantee from another entity with sufficient financial resources to guarantee Respondent's performance.

6.11. HUB SUBCONTRACTING PLAN (HSP)

TWC requires, as a condition of an award, that Respondents comply with Texas Government Code Chapter 2161, Subchapter F and TWC's HUB Plan relating to the State's program on Historically Underutilized Businesses (HUBs). Respondents must comply with Texas Workforce Commission HUB Subcontracting Plan (HSP) Procedure. If awarded, the Contractor will be required to submit a monthly compliance report (**Prime Contractor Progress Assessment Report – PAR Attachment 8**) to TWC. (**Refer to Completing the PAR form -Attachment 9**)

Respondent must submit the HUB Subcontracting Plan in accordance with **Section 4.4 (Proposal Submission and Delivery)**. The HSP should be labeled: "HUB Subcontracting Plan (HSP)," and include all supporting documentation in accordance with **Form 4 – HUB Subcontracting Plan (HSP)** and the **HSP Subcontracting Guide (Attachment 10)** (for your information, do not fill out).

The TWC HUB goal is twenty-six percent (26%) for all Other Services contracts.

TWC adheres to the administrative rules, policies, and forms developed by the agency relating to HUBs. This RFP does require Respondents to complete an HSP. For more information about the HUB program at TWC, contact TWC HUB Outreach Coordinator at: TWCHUBInfo@twc.texas.gov.

All Respondents responding to this RFP, including those that are HUB certified or those who do not plan to subcontract, must complete a HUB Subcontracting Plan (HSP) in accordance with the state's policy on utilization of HUBs. The HSP must be included as part of the response to this RFP.

Respondent must demonstrate a good faith effort to contract with new HUBs.

A courtesy review of a Respondent's completed HSP by TWC is optional and is available upon request to assist Respondent in providing a compliant and responsive HSP. This courtesy review may only identify possible deficiencies, and a final compliant determination cannot be provided until the Proposal is submitted.

To request a courtesy review, submit the completed HSP, including all supporting documentation, in a PDF format by e-mail to the TWC HUB Program Office by or before the Courtesy Review of HUB Subcontracting Plan Deadline in **Section 1.3 (Schedule of Events)**.

E-Mail for Courtesy Review: TWCHUBINFO@twc.texas.gov.

E-mail Subject Line: HSP Courtesy Review, No.3202600043

Due Date: In accordance with the deadline in **Section 1.3 (Schedule of Events)**

HSPs received after the courtesy review deadline in **Section 1.3 (Schedule of Events)** will not be reviewed. A response regarding the HSP will be provided at least ten (10) days prior to the Proposal Submission Deadline in **Section 1.3 (Schedule of Events)** from the HUB Office, allowing enough time to rectify any potential deficiencies for the final HSP submission.

The final HSP must be submitted with the Proposal by the deadline in **Section 1.3 (Schedule of Events)**. Proposals that do not include a completed HUB Subcontracting Plan shall be rejected due to material failure to comply with Texas Government Code § 2161.252(b).

Access HSP Form:

The HUB Subcontracting Plan may be accessed at the Comptroller's website at:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

TWC finds that this contract contains subcontracting opportunities in the following service area.

NIGP Codes:

958-22 Child Care Center Management and Operation Services
915-22 Communications Marketing Services
918-04 Accounting, Auditing, Budget Consulting
918-65 Human Resources, Relations Consulting
918-76 Marketing Consulting
918-82 Scientific and Technical Consulting
946-10 Accounting and Billing Services, Including Payroll Services,
3rd Party Reimbursement for Medicare, Medicaid, Private Insurance,
etc.
946-29 Cash Management Service, Including Budgeting Services
946-77 Statistical Services
918-40 Employee Benefits Consulting
953-80 Retirement Benefit Plan Insurance
972-41 Participant Costs, Tuition
952-18 Child Care Services, Including Food Programs
952-58 Human Resources Development Services
958-77 Project Management Services

CMBL Instructions:

Locate a list of HUB subcontractors on the Centralized Masters
Bidders List (CMBL) at:

<https://mycpa.cpa.state.tx.us/tpasscmbllsearch/tpasscmbllsearch.do>

- a. Select: HUBs Only,
- b. Multiple Vendor Search,
- c. Enter: NIGP Class / Item Code
- d. Highway District #, click on Search.

Access HSP Form:

The HUB Subcontracting Plan may be accessed at the Comptroller's website at:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

or,

An HSP form with subcontracting opportunities and NIGP codes is also attached –(Form 4)

6.12. Optional Proposal Submission Checklist

A **Proposal Submission Checklist (Attachment 3)** is provided to assist a Respondent in preparing a responsive Proposal. The checklist is not a requirement and does not need to be attached to a Proposal. Respondent is responsible for reviewing all Solicitation requirements and ensuring it submits all materials for a complete Proposal.

6.13. Subcontractor Information

Respondent must indicate whether or not it holds any financial interest in any Subcontractor. As a condition of award, an authorized officer or agent of each proposed Subcontractor may be required to sign a statement to the effect that the Subcontractor has read, and will agree to abide by, Respondent's obligations under any Contract awarded pursuant to this Solicitation.

The Successful Respondent must obtain prior written approval from TWC if any part of the Contract between TWC and the Successful Respondent is to be subcontracted, and the Subcontractor must comply with all applicable requirements of TWC. TWC reserves the sole right to require the Successful Respondent to terminate any Subcontractor with or without cause.

In the event TWC approves of the use of any Subcontractor, the Successful Respondent is not relieved of its responsibility and obligation to meet all the requirements of this Solicitation.

TWC will incur no additional obligations, and the obligations of the

Successful Respondent will not be reduced as a result of any such subcontracts.

The Successful Respondent's obligation to pay Subcontractors is governed by Texas Government Code § 2251.022 ("Time for Payment by Vendor"), and any amendments thereto.

LIST OF ATTACHMENTS AND FORMS

<u>Attachment 1</u>	TWC Terms & Conditions
<u>Attachment 2</u>	Evaluation Scoring Matrix
<u>Attachment 3</u>	Proposal Submission Checklist
<u>Attachment 4</u>	Insurance Requirements
<u>Attachment 5</u>	Sample Employer Interest Form
<u>Attachment 6</u>	Sample TA Provider and Employer Technical Assistance Services Agreement
<u>Attachment 7</u>	Sample Task Order
<u>Attachment 8</u>	Progress Assessment Report (PAR)
<u>Attachment 9</u>	How to complete PAR
<u>Attachment 10</u>	HSP Guide
<u>Form 1</u>	Execution of Response
<u>Form 2</u>	Cost Proposal
<u>Form 3</u>	References
<u>Form 4</u>	HUB Subcontracting Plan (HSP)
<u>Form 5</u>	Release of Liability (for References)
<u>Form 1020</u>	TWC Substitute W9 and Direct Deposit with Instructions