COMMUNITY ACTION CORPORATION OF SOUTH TEXAS

Client Tracking Software (CSBG, CEAP, WAP)

PROPOSALS DUE:
~~**12/20/2019**~~
01/03/2020

Attn: Valerie Alaniz, Community Services Program Manager
valerie.alaniz@cacost.org
(361) 664-0145 ext. 2005

Community Action Corporation of South Texas
204 E. First St.
Alice, TX 78332

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REQUEST FOR PROPOSAL (RFP)
Client Tracking Software (CEAP, WAP, CSBG)

INTRODUCTION

Community Action Corporation of South Texas (CACOST) is a private non-profit organization established in 1971 and funded through federal, state and local grants with an annual operating budget exceeding $50 million per year. The mission of CACOST is to continuously improve the lives of South Texans by providing high quality healthcare, education, housing, and economic opportunities to reduce poverty through services and partnerships. More information on CACOST can be obtained by visiting the CACOST web site at www.cacost.org.

GENERAL CONDITIONS

Purpose

CACOST is seeking to secure a client tracking software for services provided through the Comprehensive Energy Assistance Program (CEAP), Weatherization Assistance Program (WAP) and Community Services Block Grant (CSBG) program. The Software must be able to effectively and efficiently manage the required data collection and reporting of client services, outcomes and financial assistance for services provided. The software must also meet the mandated reporting requirements from Texas Department of Housing and Community Affairs (TDHCA).

Submission Information

Closing date:

Proposals must be submitted no later than **5 p.m. on ~~December 20, 2019~~ January 3, 2020.**. Proposals received after ~~December 20, 2019~~ January 3, 2020, will not be considered and will not be opened for review.

Inquiries & Contact Person:

All questions concerning this RFP packet should be directed to Valerie Alaniz, Community Services Program Manager, at valerie.alaniz@cacost.org with a cc to april.anzaldua@cacost.org. Correspondence with individuals other than those listed herein will not be allowed. From the issuance date of this RFP, until a firm/individual is selected, and the selection is announced, communication regarding this RFP with any

CACOST director, employee, or consultant is not allowed. Any inquiry regarding this RFP must be directed to the contact listed above. CACOST reserves the right to disqualify any Proposer who is found in violation of this provision. No questions other than written via email will be accepted, and no response other than written will be binding upon CACOST. Submittals will remain on file in accordance with the Texas Open Records Act. Should

Costs of Submission Preparation:

All costs incurred in the preparation of responding to this RFP, any associated travel costs, and subsequent contracted for costs will be the sole responsibility of the Proposer and will not be reimbursed by CACOST. Unless otherwise stated, all materials submitted by the Proposer in response to this RFP shall become the property of CACOST.

Submission Instructions to Proposers:

To be considered responsive and receive an evaluation, proposals must fully address all sections of the RFP. Your proposal should be addressed as follows:

Community Action Corporation of South Texas
RFP for Client Tracking Software (CEAP, WAP, CSBG)
ATTN: Valerie Alaniz, Community Services Program Manager
P.O. Box 1820
Alice, Texas 78333

It is the responsibility of the Proposer to ensure that the proposal is received by the date and time specified above. Confirmation of receipt is the sole responsibility of the Proposer. Proposal submissions may include value-added alternatives and any relevant information in addition to the information requested in the RFP. Proposals may be withdrawn in writing prior to the deadline.

Notification of Award:

CACOST anticipates but does not guarantee that a contract or multiple contracts will be awarded on or around the week of January 6, 2020. Award will be made to the Proposer(s) based on the listed evaluation criteria and the responses that are most compatible with CACOST's needs. CACOST will be the sole judge in making this determination.

CACOST is not bound to accept the lowest bid, nor any proposal submitted. A contract for the approved proposal will be drafted based upon the factors described in this RFP. The term of this Agreement is for a one-year period with mutually agreeable extensions; subject to evaluation for continuance or modifications for up to (4) additional years.

CACOST may investigate the qualification of any organization, educational institution or individual under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. The Agency also reserves certain rights, including, but not limited to, the following:

a. Reject any or all proposals
b. Issue subsequent Requests for Proposals
c. Cancel the entire Request for Proposal
d. Remedy technical errors in the Request for Proposal process
e. Appoint evaluation committees to review qualifications and proposals
f. Seek the assistance of outside technical experts in evaluation
g. Request demo presentations from identified software providers
h. Waive informalities and irregularities in RFP
i. Award without discussion
j. Cancel an awarded contract within thirty (30) day written notice if performance is unsatisfactory. No penalty and/or fee may be imposed
k. Conduct pre-contract negotiations with any and/or all potential qualified contractors

This RFP shall not, in any manner, be construed to be an obligation on CACOST to enter into a contract or result in any claim for reimbursement of cost for any effort expended in responding to the RFP or in anticipation of any contract.

Expected Timelines:

Event	Date(s)
RFP Notification Posting	**November 22, 2019**
Proposal submission due	**~~December 20, 2019~~ January 3, 2020 at 5p.m.**
The announcement of Intent to Award	**January 6, 2019**
Estimated Contract Date	**February 1, 2019**

ADDITIONAL TERMS & CONDITIONS

Confidentiality:

The Proposer agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to CACOST, the Proposer agrees not to publish, reproduce or otherwise divulge such information, in whole or in part, in any manner or form, or authorize or permit others to do so taking such reasonable measures as are necessary to restrict access to the information while in the Proposer's possession to these employees on the Proposer's staff who must have the information on a "need-to-know" basis. The Proposer agrees to notify immediately, in writing, CACOST's authorized representative in the event the Proposer determines or has reason to suspect a breach of this requirement.

Limitations and Reservations:

CACOST reserves the right to negotiate the terms and conditions of the contract with any of the evaluated Proposers. Should the successful Proposer and CACOST fail to come to an agreement, CACOST may at its sole discretion award work to any of the remaining Proposers. The Proposer to whom the contract is awarded shall be required to enter into a written contract with CACOST. This RFP and the proposal, or any part thereof, shall be incorporated into and made a part of the final contract.

This RFP does not commit CACOST to award a contract, to pay any costs incurred for the preparation of proposals or to procure or contract for any services.

CACOST specifically reserves the right to vary the provisions set forth herein any time before the execution of a contract where such variance is deemed to be in the best interest of the needs of CACOST.

If selected for negotiations, Proposer may be required to prepare and submit additional information before final Proposer(s) selection, to reach terms for the provision of services, which are agreeable to both parties.

Small, Women and/or Minority-Owned Business:

Efforts will be made by CACOST to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to CACOST. A Proposer qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

Equal Opportunity:

It is the policy of CACOST not to discriminate based on race, color, creed, gender, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, political affiliation or belief or any other consideration made unlawful by applicable federal, state or local laws. Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hiring, tenure, terms, conditions, and privileges of employment, or a matter directly or indirectly related to employment, because of age or race, color, creed, gender, religion, marital status, age, national origin, or ancestry, physical or mental disability, medical condition, sexual orientation, political affiliation or belief. Contractor further agrees that every subcontractor entered into for the performance of the Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of the covenant may be regarded as a material breach of the Agreement.

Stevens Amendment:

This project will be supported by the U.S. Department of Health and Human Services (HHS) funds and we will comply with the Stevens Amendment.

COMPLIANCE WITH STATE AND FEDERAL LAWS

Historically Underutilized Businesses:

It is CACOST policy to encourage participation of small and historically underutilized businesses (HUBs), as defined in Government Code, Chapter 2161.

“Historically underutilized business (HUB): means an entity with its principal place of Business in this state that is:

- a corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management;
- a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person;
- a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
- a joint venture in which each entity in the venture is a historically underutilized business, as determined under Government Code Chapter 2161; or.
- a supplier contract between a historically underutilized business as

determined under Government Code, Chapter 2161 and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

It is the goal of CACOST to include HUBs in at least 10 percent (10%) of the total value of contracts awarded annually.

Certification with Regard to Lobbying:

No Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant or loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal Contract, grant, loan, or cooperative agreement.

Equal Employment Opportunity:

The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60, the affirmative action clause for handicapped workers, set forth in 41 CFR 60, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in the contract. By accepting the contract, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60.

Copeland “Anti-Kickback” Act:

All contracts in excess of $2,000 for construction or repair awarded by recipients of Federally appropriated funds shall comply with 18 U.S.C. 874, the Copeland "Anti-Kickback" Act, as supplemented in Department of Labor regulations 29 CFR 3. This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

Davis-Bacon Act:

All contracts in excess of $2,000 for construction or repair awarded by
recipients of federally appropriated funds shall comply with 40 U.S.C. 276a to a-7, the Davis-Bacon Act, as amended and as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are

to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

Drug Free Workplace:
The Contractor is considered a representative of CACOST while carrying out the duties of the contract. CACOST has a policy that prohibits the possession and/or use of alcohol or illegal drugs when conducting CACOST business. If the Contractor is observed engaging in this type of behavior while performing any aspect of the contract, termination of the contract will occur.

Debarment and Suspension:
The contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SCOPE OF SERVICES

Projects awarded as a result of this RFP will vary. The potential tasks identified in this RFP are for information to the Proposer and for proposal evaluation purposes only. The contractor shall be capable of providing the following services at a minimum under this contract.

1. Provide upgrades as necessary to meet all federal and state regulation changes in a timely manner (as they pertain to CSBG, CEAP, DOE, LIHEAP).
2. Provide customer service and technical support on an as needed basis.
3. Provide a client tracking software that is user friendly and internet-based.
4. Have the ability to determine eligibility across all programs specified above (CSBG, CEAP, DOE, LIHEAP).
5. Have the ability to document and report by National Performance Indicators.
6. Provide licenses for a minimum of 40 Users with the option to add or remove as necessary.
7. Have the ability to generate reports by services, enrollments, and outcomes. In addition, the software must have the ability to generate reports collectively and by county to meet TDHCA requirements for CEAP, CSBG and WAP.
8. Have the ability to export data to an excel spreadsheet.
9. Have the ability to customize services in order to generate unduplicated reports.
10. Have the ability to include case notes for Case Management services when documenting services, enrollments and outcomes.

11. Have the ability to access and generate all CACOST data and reporting for a minimum of 90 days after the contract end period between CACOST and the client tracking software vendor.

Proposal Requirements and Scoring:

Proposals should be as brief and concise as possible, providing relevant information and excluding marketing materials. Proposers shall include the following minimum information within their proposal:

- Qualifications and Experience: Describe key elements of the proposal and the capability to meet requirements as described under **Scope of Services**. Please include a sample voucher/notice of payment for CEAP. Provide a brief history of experience, including the number of years in business, past or prior experience working with TDHCA programs (CSBG, CEAP, and WAP) and the number of years providing the type of proposed services. (0-40 Points)

- Software Pricing: Pricing to include all applicable pricing, including but not limited to licensing fees, annual software costs, maintenance fees, technical assistance and additional software enhancement options. Please provide a table with costs for years 1-5 that may be incurred. Please include all potential modules that are available. (0-40 points)

- References: Provide the names and contact person(s) of references who administer TDHCA programs and have utilized your services for a minimum of one year. The following information should be included for each reference: Organization, Contact Name, address and contact information, including email address, number of years they have utilized your services (0-20 Points)

Evaluation and Award of Proposals:

In accordance with applicable laws, rules and regulations for public purchasing, award(s) will be made to the responsible proposer(s) whose proposal(s) is/are determined, after evaluation by assigned staff to be the best value to CACOST. The proposal must be submitted on time and must materially satisfy all mandatory requirements identified above to qualify for evaluation. A written acceptance mailed or otherwise furnished to the qualified contractor(s) and a fully executed contract is required prior to commencement of any work under this RFP.

This Request is seeking to identify the Respondent(s) most qualified to provide Client Tracking Software Services. CACOST, in its sole discretion, will determine the most

qualified Respondent(s) to provide the services based on the information in the response submittals. The Respondent(s) may be asked to provide a software demonstration during or after the proposal period with CACOST representatives. CACOST may elect to negotiate pricing with one or more of the most qualified Respondents. CACOST, in its sole discretion, will make its final selection of the Respondent(s) whose experience, expertise, reputation, capabilities and past performance is determined to be best suited for the performance of the Services. CACOST contemplates award of the contract to the responsible Offeror with the highest total points. Protest procedures are available upon request and must be submitted within (10) days of award determination for consideration.

Evaluation Criteria:

A committee selected by CACOST will review and evaluate all proposals and make a recommendation to the CACOST Executive Director. Each proposal will be evaluated according to the following set of criteria. The evaluation committee may use any material submitted in the proposal for any item in the evaluation process. Responses to #1-3 will be scored as listed in the Proposal Requirements and Scoring.

Proposals will be evaluated based on their responses to all provisions of this RFP. CACOST may use some or all the criteria in its evaluation and comparison of proposals submitted. The criterion listed is not necessarily an all-inclusive list. The points listed are intended to provide a basis for evaluation but may change in the best interest of CACOST.