



REQUEST FOR PROPOSAL

RFP 092222
Employee Financial Literacy Programming & Services
September 22nd, 2022

PROPOSAL SUBMISSION:	REFER INQUIRIES TO:
Procurement Department Southwest Key Programs 6002 Jain Lane Austin, Texas 78721 Bonfire SWK	Bonfire SWK

*To access proposal documents on [Bonfire SWK](#), a free registration is required.

PROPOSALS ARE DUE: [Friday, October 14th, 2022 by 5:00 PM CST]

TABLE OF CONTENTS

Table of Contents	2
1 INTRODUCTION AND OVERVIEW	4
1.1 Purpose of the Request for Proposal (“RFP”)	4
1.2 Background Information	4
1.3 Requirements and Deliverables	4
1.3.1 Overview	4
1.3.2 Solicitation Goals	4
1.3.3 Eligible Respondents	4
1.3.4 Scope of Work	5
1.4 Samples	6
1.5 Subcontract Term/Option to Extend	6
1.6 Awarded Subcontracts	6
1.7 SWK Terms and Conditions	6
2 GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS	6
2.1 Notice of Intent to Submit	6
2.2 Submission Of Questions	6
2.3 Proposal Submission, Date, and Time	6
2.4 Key Dates	7
2.5 Standard Proposal Requirements	7
2.6 Non-disclosure Agreements	7
2.7 Proposal Preparation Costs	7
2.8 Disclosure of Proposal Content	8
2.9 Vendors Conference	8
2.10 Conflict of Interests	8
3 PROPOSAL FORMAT AND CONTENT	9
3.1 Proposal Format and Content	9
3.1.1 Proposal Cover Page	9
3.1.2 Table of Contents	9
3.1.3 Response Checklist	9
3.2 Requirements Plan	9
3.3 Timelines	10
3.4 Cost Proposal	10

3.5	Respondent's Profile and Financial Responsibility	10
4	REVIEW OF PROPOSALS.....	11
4.1	Review of Proposals	11
4.2	Selection Criteria	11
4.3	Discrimination.....	12
4.4	Encouraged Participants.....	12
4.5	Best and Final Offer	12
5	CONTRACTUAL REQUIREMENTS	12
5.1	Respondent's Proposal	12
5.2	Material & Product Requirements.....	12
5.3	Vendor Performance.....	13
5.4	Payment.....	13
5.5	Vendor Registration in Oracle.....	13
6	Appendix.....	13
	Attachment A – SWK General Terms and Conditions	13
	Attachment B – Notice of Intent to Submit a Proposal.....	13
	Attachment C – Cover Page Suggested Format for Proposal	13
	Attachment D – Respondent Company Profile Form	13
	Attachment E – Respondent References Form.....	13
	Attachment F – SWK Unaccompanied Minor Program Locations	13
	Attachment G – SWK Youth and Family Services Program Locations	14
	Attachment H – SWK Staff Locations.....	14

1 INTRODUCTION AND OVERVIEW

1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (“RFP”)

It is the intent of Southwest Key Programs, Inc. (“SWK”) to solicit proposals for qualified organizations to perform an assessment for employee financial literacy programming services. The entity shall also provide financial literacy education, programming, and small loan programs based upon the assessment results for the benefit of Southwest Key employees.

SWK contemplates award of a Firm Fixed Price (FFP) subcontract type.

1.2 BACKGROUND INFORMATION

SWK is a national nonprofit organization that exists to create opportunities and improve the quality of life for thousands of youth and families each day by providing safe shelter, alternatives to incarceration, career development and quality education. This is done through three areas of programming:

- a. Immigrant Children’s Shelters
- b. Youth and Family Services
- c. Workforce Solutions

Southwest Key is dedicated to providing youth with the skills, knowledge, and tools needed to succeed. It is also SWKs commitment to offer meaningful access to quality professional development to empower and engage employees with the skillset to achieve financial freedom, so staff are equipped to perform their best and continue to make a difference in the lives of the children served. |

1.3 REQUIREMENTS AND DELIVERABLES

1.3.1 Overview

SWK endeavors to conduct an assessment for employee financial literacy and provide staff with financial education programming services to ensure the financial health of its staff. SWK employs over 10,000 staff in various regions. The selected vendor(s) will be responsible for providing financial literacy education, programming, and small loan programs to staff in all locations (see Attachment F, Attachment G, and Attachment H). |

1.3.2 Solicitation Goals

It is the goal of SWK to provide an engaging, customized financial literacy program for its 10,000+ employees. This program shall be used to educate staff on how to achieve financial stability and build wealth. |

1.3.3 Eligible Respondents

To be eligible to respond to this solicitation, Respondents must meet the requirement below. Respondents that do not meet the listed requirements will not be considered for an award.

- Respondent must have two or more years’ experience in providing similar financial literacy program services to a mid to large scale organizations
- Respondent must demonstrate knowledge of and familiarity with the following:
 - Financial literacy
 - Concepts, processes, and executive of financial programming

- Capacity to conduct a broad interdisciplinary inquiry
- Capacity to conduct a broad interdisciplinary inquiry
- Writing and oral briefing skills
- Ability to develop a working familiarity of the location of the organization's, programs, activities, and/or functions
- Must be able to read, write, and communicate with Spanish speakers
- Must have experience in providing above-mentioned services on a national scope
- Experience in cultural competence, small dollar loan programs, HUD and affordable housing, credit bureau reporting, and financial education curriculum development and execution

1.3.4 Scope of Work

SWK requests proposals from qualified organizations to perform an assessment for employee financial literacy. The selected organization shall design a financial literacy program according to the results of the assessment. Each section should be addressed in a narrative format in sufficient detail within the proposal to explain how each will be structured and accomplished:

Research

- Assess the needs and services best suited for SWK employees
- Conduct research analysis of employee financial demographics in areas surrounding the following cities: El Paso, TX, Brownsville, TX, Austin, TX, San Antonio, TX, Houston, TX, Phoenix, TX, Tucson, AZ, San Diego, CA, San Jose, CA, Buffalo, NY, Atlanta, GA, and Florida
- Design an employee financial literacy program based upon the initial assessment with the goal of assisting employees to achieve financial stability and building wealth

Implementation Plan:

- Develop a 12-month comprehensive plan to include one-on-one and group financial counseling services
- Provide financial literacy education to employees on topics including, but not limited to, avoiding "risky" financial behaviors and predatory financial services, credit repair, budgeting, money management, funding a safety net, and asset building (encompassing insurance, home buying, short- and long-term investing, pensions, and estate planning)
- Establish relationships with financial institutions in support of an Employee Financial Literacy Program pilot project
- Provide samples of marketing efforts that may include advertising, marketing materials (brochures), virtual announcements, presentations, and graphics

Management Plan:

- Provide monthly status reports to evaluate the effectiveness of all aspects of the program to applicable executive management
- Participate in project meetings in person or virtually, as required
- Develop and maintain program oversight, goal setting, awards and recognition, a process for measuring success or failure
- Have available upon request bilingual staff to be available to answer questions and resolve issues that may arise when SWK staff participate in the program regarding enrollment, content, and troubleshooting

1.4 SAMPLES

Physical or tangible samples are not required for this Request for Proposal.

1.5 SUBCONTRACT TERM/OPTION TO EXTEND

The term of any subcontract resulting from this RFP shall be one year (12-month) period. SWK, at its own discretion, may extend any subcontract awarded pursuant to this RFP for up to two (2) additional fiscal years under the same or different terms subject to appropriation of funds by SWK funders or the Office of Refugee Resettlement (ORR) for this project.

1.6 AWARDED SUBCONTRACTS

It is anticipated that one subcontract(s) will be awarded because of this RFP. Proposals must include a detailed cost proposal in accordance with the requirements of Section 3.4 of this RFP.

1.7 SWK TERMS AND CONDITIONS

Any Respondent not accepting the attached SWK Terms and Conditions (Attachment A) may be deemed non-responsive and not meeting the requirements of the RFP.

Appendix II to 45 CFR 75 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards shall also apply to this RFP. See [Title 45 Part 75 Appendix II Code of Federal Regulations](#).

2 GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

2.1 NOTICE OF INTENT TO SUBMIT

Respondent is encouraged to submit a written letter of intent via email to [Bonfire SWK](#) if they intend to submit a proposal in response to this RFP. See Attachment B.

2.2 SUBMISSION OF QUESTIONS

Respondent questions shall be submitted in writing to:

[Bonfire SWK](#)

2.3 PROPOSAL SUBMISSION, DATE, AND TIME

WITHOUT EXCEPTION – PROPOSALS MUST BE RECEIVED ON OR BEFORE:

Friday, October 14th, 2022 by 5:00 PM CST

Proposals must reference the RFP number and be submitted via email by the Respondent's point-of-contact. **PROPOSALS RECEIVED AFTER THE DUE DATE WILL NOT BE CONSIDERED.**

2.4 KEY DATES

DATE	EVENT
9/22/2022	Publication of Request for Proposal
9/27/2022	Optional Notice of Intent to Submit a Proposal
9/30/2022	Submission of Written Questions
10/4/2022	Written Response to Questions
10/7/2022	SWK Written Response to Questions
10/14/2022	Respondent Proposal Submission
10/17/2022-10/21/2022	Proposal Evaluation, Oral Presentations (if required), and Negotiations (if required)
10/26/2022	Anticipated Award Date
11/1/2022	Anticipated Period of Performance

2.5 STANDARD PROPOSAL REQUIREMENTS

- A. Proposals that address only part of the requirements contained in this RFP may be considered non-responsive.
- B. SWK Programs reserves the right to:
 - a. reject any and all proposals.
 - b. negotiate portions thereof including the submitted cost proposals/budget.
 - c. select the proposal based on the best value to the company. The Respondent shall furnish additional information that the evaluation team may require in order to complete the evaluation of the proposals submitted. Failure to provide the requested material or information may disqualify the proposal.
 - d. cancel or re-issue the RFP at any time.
 - e. request and record and/or videotape all Webinars, Web demos, conference calls, demos or other communications relative to this RFP.
- C. The Respondent must work with SWK staff to clarify the design of the materials, project design, project activities, and/or other products, and modify these items if necessary.
- D. Proposals must be valid for 180 days after the proposal date.
- E. Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.6 NON-DISCLOSURE AGREEMENTS

Respondent shall sign a non-disclosure agreement upon award and execution of a subcontract. All information and data furnished to the Respondent during the solicitation process shall be treated as confidential to SWK. Any oral or written disclosure to unauthorized individuals is prohibited and can be grounds for proposal dismissal and termination of any subcontract awarded.

2.7 PROPOSAL PREPARATION COSTS

All costs associated with the preparation, submission, and any other related activities prior to award of a subcontract resulting from this Request for Proposal are the sole responsibility of the Respondent.

2.8 DISCLOSURE OF PROPOSAL CONTENT

Respondent may protect trade secret and confidential information from public release. If the Respondent asserts that information provided in the proposal is trade secrets or other confidential information, it must be clearly marked. Such information must be in boldface type and include the words “confidential” or “trade secret” at top of the page.

2.9 VENDORS CONFERENCE

SWK, at its sole discretion, may elect to host a vendor conference in relation to this RFP. A vendor conference is designed to complete the following objectives:

- Review the formal solicitation and specific requirements with vendors
- Allow vendors to ask clarifying questions on the formal solicitation

Bidders are encouraged to notify the Sole Point of Contact and Communications listed below, regarding participation in the conference. People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the Sole Point of Contact listed below at least seventy-two (72) hours before the meeting in order to have reasonable accommodations made by SWK.

SWK will not host a vendor conference for this RFP.

Sole Point of Contact and Communications: Josie Wilder

2.10 CONFLICT OF INTERESTS

A Respondent will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the subcontract. For this reason, Respondent's response to this RFP must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to the submission of a proposal from Respondent and its proposed subcontractors, possible selection as successful Respondent, or its performance of the subcontract.

For purposes of this RFP, “personal relationship” is defined as a current or past connection other than a clearly contractual, business, financial, or similar relationship and includes family relationships or other connections outside simply providing a response to this RFP. These connections must be disclosed if a reasonable person could expect the connection to diminish Respondent's independence of judgment or effectiveness in the performance of Respondent's responsibilities to SWK Programs under the subcontract. Connections also fall within this definition if a reasonable person could expect the connection, within the overall context of Respondent's submission of a proposal, possible selection as successful Respondent, or its performance of the subcontract, to create an issue for the company's consideration relative to a potential appearance of impropriety or conflict of interest.

By submitting a response, Respondent agrees that it is under a continuing duty to supplement its response under this provision and that the duty to disclosure of any conflicts of interest is an ongoing obligation throughout the term of the subcontract. If the circumstances certified by the Respondent change or additional information is obtained after submission of proposals, Respondent shall submit updated information as soon as reasonably possible upon learning of any change to their affirmation. Report conflicts of interest to:

3 PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL FORMAT AND CONTENT

Proposals must be submitted in electronic format (i.e., Word, PDF) and include the sections referenced in this Section 3. A transmittal letter must accompany the proposal and include the following details:

- a) Respondent's commitment to performing the implementation of the work within the project schedule.
- b) Brief executive summary of the proposal contents.
- c) A statement that the signatory of the transmittal letter has the authority to bind the Respondent. Include name, title, and contact information.

3.1.1 Proposal Cover Page

Proposals should include a cover page which clearly states the name of the firm or organization, business address, and the name, position, and telephone number of the Respondent's Proposal Administrator who may be contacted regarding the proposal. See Attachment C.

3.1.2 Table of Contents

Present a clear and comprehensive identification of your proposal's contents by section and page number.

3.1.3 Response Checklist

This checklist is to assist Respondent in ensuring that all information is included in their response. Respondent must refer to the appropriate section of the RFP for detailed information on the following:

Notice of Intent to Submit a Proposal	Attachment B
Transmittal Letter	Section 3.1
RFP Cover Page	Section 3.1.1 / Attachment C
Table of Contents	Section 3.1.2
Requirements Plan	Section 3.2
Timelines	Section 3.3
Cost Proposal	Section 3.4
Respondent's Profile and Financial Responsibility	Section 3.5 / Attachment D & E
Current Certificate of Insurance and Completed W-9	Attachment D
Evidence of Historical Underutilized Business, if applicable	Section 4.4

3.2 REQUIREMENTS PLAN

The plan shall demonstrate how the Respondent will meet the Scope of Work detailed in Section 1.3.4 and provide sufficient information to adequately evaluate the proposal as detailed in Section 4.2 Selection Criteria. It is recommended that the requirements plan maintain the same outline or order as the scope of work when providing detail on the program features.

3.3 TIMELINES

Respondent must plan for a project starting date of no earlier than 11/1/2022, and an ending date of 11/1/2023 if selected as the contractor. The Respondent must submit a task/activity plan specifying, to the degree possible, the tasks and activities which are to be undertaken. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan to provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the subcontract. Failure to meet this condition shall result in disqualification of the proposal, and the proposal shall receive no further consideration.]

3.4 COST PROPOSAL

The Respondent must submit a cost proposal detailing costs necessary to accomplish the project objectives and activities outlined in a task/activity plan. The cost proposal detail must be submitted in Excel or Excel-compatible format. Respondent should carefully consider the costs provided as changes will not be allowed during negotiations.

Respondents should provide costs associated with the three requirements referenced: Research, Implementation, and Management Plan components. Please see the example below for how to format the cost proposal.

Research Phase

Project Activity	Cost
Conduct needs assessment (example)	\$2000.00
Conduct employee research (example)	\$3000.00

3.5 RESPONDENT'S PROFILE AND FINANCIAL RESPONSIBILITY

Respondent must submit a company profile detailing the following:

- a) Basic organizational information, such as: the size of the organization, how long the organization has been in business, whether the organization is a public or private entity, etc.
 - b) Location of the organization's offices.
 - c) The range of services provided.
 - d) List of similar customers.
- Respondent must submit a summary of its qualifications (not to exceed 3 pages). The summary should include details about the Respondent's expertise in the area of concepts, processes, and execution of financial programming.

Respondent must submit at least three (3) references where the Respondent provided similar services (Attachment E).

Respondent may be required to submit indicators of financial stability prior to award. Examples of requested documentation include:

- Most recent audited financial statements or certified public accountant compiled financial report.
- Articles of organization and/or documents of incorporation.

4 REVIEW OF PROPOSALS

4.1 REVIEW OF PROPOSALS

Review of proposals will begin as soon as practical after receipt. The evaluation team shall consist of SWK staff knowledgeable in the content area. The recommendations of the evaluation team will be assembled and presented to senior executive staff who will:

1. Approve the proposal in whole or in part.
2. Disapprove the proposal; or
3. Defer action on the proposal for such reasons as a requirement for further evaluation.

SWK may not disclose any information until a subcontract is executed by both parties. Additional copies of proposals not selected for funding will be destroyed in accordance with an approved Records Retention Policy.

4.2 SELECTION CRITERIA

Proposals will be selected based on the ability of each Respondent to carry out all the requirements contained in this RFP. A Respondent who is in default or otherwise not in good standing under any other current or prior subcontract with SWK at the time of selection will not be eligible for award of this subcontract. SWK will base its selection on, among other considerations, demonstrated competence, qualifications of the Respondent, past performance, and proposed budget/cost. The following are the criteria and the total number of points for each portion of the RFP that will be applied in selecting a subcontractor. |

SELECTION CRITERIA FOR SERVICES	POSSIBLE POINTS
A. Experience and Qualifications 1. The Respondents meet the requirements in Section 1.3.3, Eligible Respondents and detail how the qualifications are addressed in the Company Profile Form. (10 points) 2. Respondents have at least two positive references with a company of similar size. (10 points) 3. Personnel qualifications, including appropriate combination of programmatic, research/evaluation, and technical skill sets and experience (10 points) <i>Source: Attachment D (Respondent Company Profile Form), Attachment E, (Respondent Reference Form).</i>	30
B. Quality of Task/Activity Plan 1. Adequacy and appropriateness of project design and how well qualifications are met (15 points). 2. Innovative and effective employee financial literacy assessment and program design (10 points). 3. Activities and administrative capacity are of sufficient scope and detail to provide evidence of satisfactory delivery of services and products (15 points).	50

4. Logical and appropriate time frames for completing project objectives (10 points). <i>Source: Section 1.3.4 Scope of Work and Section 3.3 Timelines</i>	
C. Cost Effectiveness and Appropriateness of Financial Resources Dedicated to Project 1. Costs are appropriately aligned with major program objectives (15 points). 2. SWK seeks the best level of effort the company feels is suitable to accomplish the work contained in the proposal. (5 points). <i>Source: Section 3.4 (Cost Proposal)</i>	20
Total	100

4.3 DISCRIMINATION

No person shall, on the grounds of race, color, national origin, sex, age, disability, religion, citizenship status, genetic information, sexual orientation, gender identity, or any other protected class, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any SWK program or activity.

4.4 ENCOURAGED PARTICIPANTS

It is the policy of SWK that the following business enterprises have the maximum opportunity to participate in the purchasing and contracting process: (1) Small Businesses, (2) Women-Owned Businesses, (3) Minority-Owned Businesses, (4) Labor Surplus Area firms and (5) Veteran-Owned Businesses. Accordingly, SWK encourages all the aforementioned business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, SWK encourages all companies to sub-contract portions of any SWK subcontract to the aforementioned business enterprises.

4.5 BEST AND FINAL OFFER

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, SWK may request a best and final offer (BAFO) from Respondent(s). SWK will provide each Respondent within the competitive range with an equal opportunity for discussion and revision of their proposal. A Respondent may elect not to amend their original proposal. SWK is not bound to accept the best-priced proposal if that proposal is not the most advantageous to SWK as determined by the evaluation team.

5 CONTRACTUAL REQUIREMENTS

5.1 RESPONDENT'S PROPOSAL

Portions of the selected proposal(s) may be incorporated into the subcontract prepared by SWK for signature by the contracting parties.

5.2 MATERIAL & PRODUCT REQUIREMENTS

SWK reserves the right to review any materials, and/or products developed or adapted by the Subcontractor. Upon completion of the subcontract period, all documents will be returned to SWK or destroyed accordingly. All documents created at any time during the subcontract period belong to SWK. A

designated SWK staff (i.e., project manager) will establish procedures for communicating phase out and transition of the deliverable(s).

5.3 VENDOR PERFORMANCE

SWK reserves the right to monitor vendor performance including, but not limited to, billing reviews, desk reviews, monitoring visits, vendor questionnaires, and requesting documents or information to validate performance.

5.4 PAYMENT

Payment is only by reimbursement upon satisfactory performance of services or receipt of items. Payment is contingent upon submission of properly prepared and certified invoices. The information provided on each detailed status report must coincide with the tasks outlined in the approved budget, as negotiated by SWK.

5.5 VENDOR REGISTRATION IN ORACLE

Oracle serves as the primary procurement system for SWK including vendor management. The successful Respondent will be required to register in Oracle upon award.

Registration instructions are available at [Supplier Registration Instructions](#) on our YouTube channel.

Vendors can register using the Supplier Portal link [Supplier Registration](#). Once logged into Oracle, vendors can add the required vendor information, upload the requested documents, and complete the vendor questionnaire located in the Supplier Portal.

6 APPENDIX

ATTACHMENT A – SWK GENERAL TERMS AND CONDITIONS

ATTACHMENT B – NOTICE OF INTENT TO SUBMIT A PROPOSAL

ATTACHMENT C – COVER PAGE SUGGESTED FORMAT FOR PROPOSAL

ATTACHMENT D – RESPONDENT COMPANY PROFILE FORM

ATTACHMENT E – RESPONDENT REFERENCES FORM

ATTACHMENT F – SWK UNACCOMPANIED MINOR PROGRAM LOCATIONS

ATTACHMENT G – SWK YOUTH AND FAMILY SERVICES PROGRAM LOCATIONS

ATTACHMENT H – SWK STAFF LOCATIONS

General Terms and Conditions

The following terms and conditions shall govern this agreement, regardless of any contradictory provisions.

1. Services provided by Contractor; Compensation; Billing. Contractor hereby agrees to provide the services as stated in the Specific Terms and Conditions. In consideration for said services, Southwest Key hereby agrees to pay Contractor the rate outlined in the Specific Terms and Conditions of this agreement. Contractor shall complete and sign an invoice, mutually acceptable to both parties, which shall be delivered, within ten (10) days of completion of the work, to the address listed in the Specific Terms and Conditions.

2. Term and Termination. This agreement is effective as stated in the Specific Terms and Conditions. Additionally, this Agreement may be terminated immediately upon written notice by Southwest Key, with or without cause. Notice is considered given when properly addressed and hand delivered or mailed to the non-terminating party by mail or email with delivery confirmation. In the event this agreement is terminated before the term expires, Contractor shall submit a final invoice within thirty (30) days after the termination date, for work completed through the date of the termination. In such instances, Contractor shall be paid a reasonable amount, as determined by Southwest Key, for work completed through the date of the termination. Any notice of termination won't change or affect Contractor's requirement to meet agreed upon timelines or deadlines for deliverables due or scheduled to be delivered before the date of contract termination. If Southwest Key has provided Contractor with equipment or supplies, such equipment or supplies must be returned to Southwest Key within ten (10) days of termination; if equipment or supplies are not returned within this time, Southwest Key has the option to deduct the value of such equipment from a final invoice or to invoice Contractor for the value of such equipment at Southwest Key's discretion. All confidential information and data related to Southwest Key and/or Southwest Key clients must be returned or destroyed upon termination if requested by Southwest Key, though Contractor may maintain copies of client files if required by law or regulation.

3. Independent Contractor; Confidentiality; No Conflict of Interest. The parties hereby agree that Contractor shall act as an independent contractor and not as an employee of Southwest Key. Contractor shall have no claim against Southwest Key for vacation pay, sick leave, retirement benefits, Social Security benefits, workers compensation, disability benefits, unemployment benefits or any other benefits inuring to an employee of Southwest Key. Southwest Key shall have no control over the manner or methods by which Contractor performs the services agreed to herein. Contractor shall be wholly responsible for the payment of any taxes owed for the funds Contractor receives pursuant to this Agreement. Contractor recognizes and acknowledges that in the course of performing services required by this Agreement, Contractor will have access to, become acquainted with, and obtain information and knowledge relating to the business, condition, methods of operation and other aspects of Southwest Key, its affiliates and their customers, employees and suppliers, some of which information and knowledge is confidential and proprietary, and that Contractor could substantially detract from the value and business prospects of Southwest Key in the event, during the term of this Agreement or at any time thereafter, Contractor were to disclose to any person not related to Southwest Key or use such information and knowledge for the advantage of Contractor or other person. Accordingly, Contractor hereby agrees that Contractor will not disclose such information to any person, other than directors, officers, employees, accountants, lawyers, consultants, advisors, agents and representatives of, or other persons related to, Southwest Key, that such disclosure shall be made only on a "need to know" basis, and that this provision will survive termination of the contract. To the best of Contractor's knowledge, Contractor has not, within the past two (2) years, worked or volunteered on behalf of Southwest Key, any company related to Southwest Key, or any funder, competitor or vendor of Southwest Key. To the best of Contractor's knowledge, Contractor is not related to anyone who works for any company related to Southwest Key, serves on the board of directors of any company related to Southwest Key or volunteers for any company related to Southwest Key.

4. Entire Agreement; Waiver; Partial Invalidity; Ambiguities; Notices. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto and contains all of the covenants and agreements between the parties with respect to such contract. Southwest Key has the right to add to, modify or delete any provision of these General Terms and Conditions. Southwest Key shall notify Contractor of any material adverse change to these General Terms and Conditions by posting such modified General Terms and Conditions on its website. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. Any ambiguous language in this Agreement shall be interpreted as to its fair meaning, and not strictly for or against either party, regardless of whether either party drafted the Agreement. Any Notice required to be given pursuant to this Agreement shall be in writing and shall be sent by mail or email with delivery confirmation to the General Counsel of Southwest Key or to Contractor at the party and address identified in the Specific Terms and Conditions.

5. Governing Law; Laws; Indemnity; Limitation of Liability. This Agreement shall be governed by and in accordance with the laws of the State of Texas, and venue for any action or proceeding to enforce or interpret any provision of this Agreement shall be in Travis County, Texas. Contractor shall abide by all laws, statutes, regulations and ordinances in completing the terms of this Agreement. Subject to the payment provisions and limitations in Paragraph 2 and to the fullest extent allowed by law, Contractor agrees to waive any and all claims against Southwest Key, which might otherwise arise from work performed pursuant to this Agreement or that might otherwise arise from the Agreement. To the extent allowable by law, Contractor shall defend, indemnify and hold harmless Southwest Key, Southwest Key affiliates and their respective customers, officers, directors, employees and agents (the "Southwest Key Programs Indemnitees") from and against any claims, suits, actions, losses, damages, expenses or liabilities (including reasonable legal fees) brought against any Southwest Key Programs Indemnitees that may result by reason of (i) any death, bodily injury or property damaged based on Southwest Key's authorized use of any product supplied pursuant to this agreement; (ii) any negligence or intentional misconduct of Contractor, or its employees or permitted subcontractors, under the Agreement; or (iii) the inaccuracy of any warranty or representation made by the Contractor. Contractor shall indemnify, defend and hold harmless Southwest Key Programs Indemnitees from and against any demand, suit, cause of action, liability, loss or expense (including reasonable legal fees) incurred by Southwest Key or the Southwest Key Programs Indemnitees related to any claim, action or cause of action for infringement or violation of any patent, trademark, service mark, trade secret, know-how or other Intellectual Property right, proprietary right or other property right by any person, entity or enterprise as a result of any act, omission, neglect or misconduct by Contractor or Southwest Key's authorized use of any service or product supplied pursuant to Agreement, regardless of the fact that services or products may have been accepted by Southwest Key and Contractor may have received payment. If an injunction is issued affecting the

services and/or products or Southwest Key's use of the services and/or products if Contractor determines that an injunction affecting the services and/or products or Southwest Key's use thereto is likely to issue, Contractor will promptly, at its expense, either (i) obtain the right to Southwest Key to use the services and/or products, (ii) replace or modify them with non-infringing services and/or products of equivalent functionality, or (iii) refund the amounts paid for the services and/or products and reimburse Southwest Key for all reasonable expenses for removal and replacement of the services and/or products. Contractor further agrees that Southwest Key's liability to Contractor or to any third party, for any damage or dispute arising from the performance of this Agreement shall not exceed the greater of the amount deemed reasonable solely by Southwest Key pursuant to Paragraph 2 or One Thousand Dollars (\$1,000.00). In no instance shall Southwest Key be liable to Contractor or any third party for any damage or dispute arising from the performance of this Agreement for an amount greater than what is expressly provided in this paragraph, and Contractor agrees to indemnify, waive, release, and hold Southwest Key harmless accordingly.

6. Insurance. Contractor agrees to purchase and maintain, at its own expense insurance to protect Contractor from workers' compensation claims or other employee benefit claims, employee liability claims, or claims for damages because of bodily injury, including death, and from claims for damages to property, which may arise out of or result from Contractor's operations under the Contract, whether such operations be by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. Contractor shall list Southwest Key as an additional insured for all required insurance, other than Worker's Compensation Insurance if not permitted by law, and shall provide Southwest Key with Contractor's Certificate of Insurance prior to beginning services. The immediately foregoing requirement applies to completed and ongoing work, and Contractor's failure to provide proof of additional insured status upon request shall be grounds for immediate termination of this Agreement. If Contractor is an entity other than a natural person providing services to or on behalf of Southwest Key, this insurance shall be written for no less than the following amounts: (1) commercial automobile insurance - \$1,000,000; (2) commercial general liability (including applicable following form umbrella insurance) - \$1,000,000; and (3) workers compensation insurance at Statutory limits and employer's liability insurance of \$1,000,000. If Contractor is a natural person providing services to or on behalf of Southwest Key that involve driving, Contractor's automobile insurance shall be written for no less than \$250,000, unless Contractor is transporting minors, in which case Contractor's automobile insurance shall be written for no less than \$1,000,000. Regardless of whether Contractor is a natural person or other entity, Contractor agrees to maintain professional liability insurance written for no less than \$1,000,000 if Contractor is providing services as any of the following: attorney, clinician, health care provider, instructor or other professional service as identified by Southwest Key. Regardless of whether Contractor is a natural person or other entity, if Contractor fails to maintain workers compensation insurance, Contractor agrees to a workers compensation waiver of liability to the full extent allowed by law and shall sign any documents requested to formally document such waiver during and up to five years after the valid term of this Agreement. Contractor agrees to maintain all of the foregoing insurance requirements for at least three years following the completion of services or operations covered by this Agreement. Further, Contractor hereby waives all rights to subrogation in favor of Southwest Key and all relevant insurance policies shall be endorsed to reflect such waiver.

7. Nonassignability; Standard of Care; Licensure; Certification; Code of Ethics; Background Inquiry; Drug and Alcohol-Free Workplace; No Driving; Southwest Key Policies and Procedures. Contractor shall not assign any of Contractor's rights or responsibilities of this Agreement without the prior written consent of Southwest Key. Contractor agrees that Contractor's services will be performed with that level of care and skill ordinarily exercised by members of Contractor's profession currently operating under similar conditions and circumstances, that Contractor is licensed or certified, if required, and that Contractor knows and will follow any applicable code of ethics of Contractor's profession. Contractor and Contractor's workers shall cooperate with Southwest Key and provide Southwest Key with all information and/or documentation including driver's license information, social security number and completed background inquiry documents to allow for Southwest Key to attain a criminal background check or run a national database screening regarding Contractor and/or Contractor's workers, if Southwest Key requests such information to protect its interests. Any contractor providing services directly to Southwest Key clients must have a completed background check before providing services and will either provide documentation of a background check for all employees visiting Southwest Key facilities and/or the necessary information for Southwest Key to complete a background check. Because Southwest Key has a vital interest in maintaining a safe, healthy, and efficient work environment for all employees and Contractors, the parties agree and recognize that no one on any sexual offender registry may enter Southwest Key facilities and that Southwest Key's work environment should be free from the use of illegal drugs, alcohol, and the unauthorized use of prescription drugs. Unless otherwise specifically agreed to in writing, Contractor is not authorized to drive on behalf of Southwest Key. Contractor agrees to comply with all applicable Southwest Key policies and procedures. Any employee or subcontractor of Contractor found ineligible to enter a Southwest Key facility must immediately vacate the premises and must not return to a Southwest Key facility.

8. Force Majeure; Excusable Delays; Work Stoppages If the delivery of any Product and/or Service is delayed by unforeseeable circumstances beyond the reasonable control and without the fault or negligence of Contractor or of its suppliers or subcontractors including, but not limited to, acts of God, war, acts of terrorism, explosions, energy blackouts, riots, fires, floods, pandemic, widespread epidemic, public health emergency, quarantine restrictions, freight embargos, strikes or unusually severe weather (any such delay being hereinafter referred to as "Excusable Delay") the delivery of such Product/Service may be extended for a period to be determined by Southwest Key after an assessment by Southwest Key of alternate work method(s) and whether or not an event is an Excusable Delay. If an Excusable Delay prevents Southwest Key from accepting goods or services, making its facilities and/or personnel available, or otherwise necessitates the stoppage of Contractor's work under this Agreement, new timelines and dates for the work will be determined by Southwest Key with input from Contractor, and Southwest Key will not be in breach of this Agreement due to such delays or work stoppage.

9. Jury Trial and Class and Collective Action Waiver; No Arbitration; Late Fees; Waiver of Claims. Contractor waives Contractor's right to request or demand a jury trial. Any claim that Contractor has against Southwest Key will be conducted solely on an individual basis and not as a class action or otherwise pursuant to class, collective action, or comparable procedures. A claim includes any dispute, controversy, lawsuit, or cause of action Contractor may have against Southwest Key related to Contractor's contract for services. The parties do not agree to arbitration. Late fees shall only accumulate after 10-days' written notice to Southwest Key. Southwest Key does not waive its rights to make any legitimate claims against Contractor to the extent and for the time period allowable by law.

ATTACHMENT B

NOTICE OF INTENT TO SUBMIT A PROPOSAL

RFP # 092222

Project Title: Employee Financial Literacy Programming & Services

The undersigned organization hereby files a notice of intent to submit a proposal:

Name of Organization:	
Mailing Address:	
Contact Person:	
E-Mail:	
Phone Number:	
FAX:	

- Filing of this notice is not mandatory; however, it will assist Southwest Key Programs in anticipating the volume of proposals in order to better expedite the review process and finalize contract awards.
- Filing this notice in no way binds the organization to submit a proposal for this RFP.
 - Respondents who do not file this notice are still eligible to submit a proposal.

PLEASE SUBMIT THIS NOTICE BY E-MAIL AS SOON AS POSSIBLE AFTER RECEIPT OF THE RFP, BUT NOT LATER THAN, September 27th, 2022 @ 5:00 pm CST, TO:

Southwest Key Programs
Procurement Department
[Finance Procurement Solicitations](#)



ATTACHMENT C

(FORMAT FOR COVER PAGE)

PROPOSAL
Submitted to
Southwest Key Programs
Procurement Department

RFP #: 092222

TITLE OF PROPOSAL:	Provide name of proposal as indicated on the RFP.
RESPONDENT ORGANIZATION:	Name and address of organization submitting proposal (include zip code)
RESPONDENT ORGANIZATION IDENTIFICATION NUMBER:	Show Respondent organization Federal Employer's Identification Number
PROPOSAL DEVELOPED BY:	Name, position, email, and telephone number of the person responsible for development of proposal
PROJECT ADMINISTRATOR:	Name, position, email, and telephone number of the person to oversee the proposed project
PROPOSAL TRANSMITTED BY:	Name, position, email, and telephone number of the official committing the Respondent organization to the proposed project
CONTRACTING OFFICER:	Name, position, email, and telephone number of official with authority to negotiate contracts for Respondent organization
DURATION OF PROJECT:	Beginning and ending dates of proposed project
TOTAL BUDGET FOR PROPOSAL PROJECT:	Total of projected expenditures listed in budget section
CONTAINS PROPRIETARY INFORMATION:	Indicate yes/no if proposal being submitted contains proprietary information
DATE SUBMITTED:	Date proposal is submitted to SWK



Company Profile Form

Company/Entity Name: _____

Address: _____

Telephone: _____

Email: _____

Website: _____

Taxpayer Identification #: _____

Contact Name: _____

Title: _____

Telephone: _____

Email: _____

Accounts Payable (AP) Contact Name: _____

AP Contact Title: _____

AP Contact Telephone: _____

AP Contact Email: _____

Address the following in a separate Microsoft Word document titled: Company Profile Information:

- Detail the basic organizational information, such as, size of organization, how long in business, public or private entity, etc.
- List the location of office (s)
- Describe the range of services provided
- Provide a list of similar customers within the last five years

Please submit the following documents with the response or bid:

- A W-9, Request for Taxpayer Identification Number and Certification
- A Current Certificate of Insurance (COI)



(FORMAT FOR REFERENCE FORM)

REFERENCE FORM

Company or Entity Name: _____

Address: _____

Contact Name: _____

Telephone / Email: _____

Business Reference

Company or Entity: _____

Contact Name: _____

Contact Telephone or Email: _____

Brief Description of Work: _____

Amount of Contract: _____

Contract Start / End Date: _____

Business Reference

Company or Entity: _____

Contact Name: _____

Contact Telephone or Email: _____

Brief Description of Work: _____

Amount of Contract: _____

Contract Start / End Date: _____



Business Reference

Company or Entity:

Contact Name:

Contact Telephone or
Email:

Brief Description of Work:

Amount of Contract:

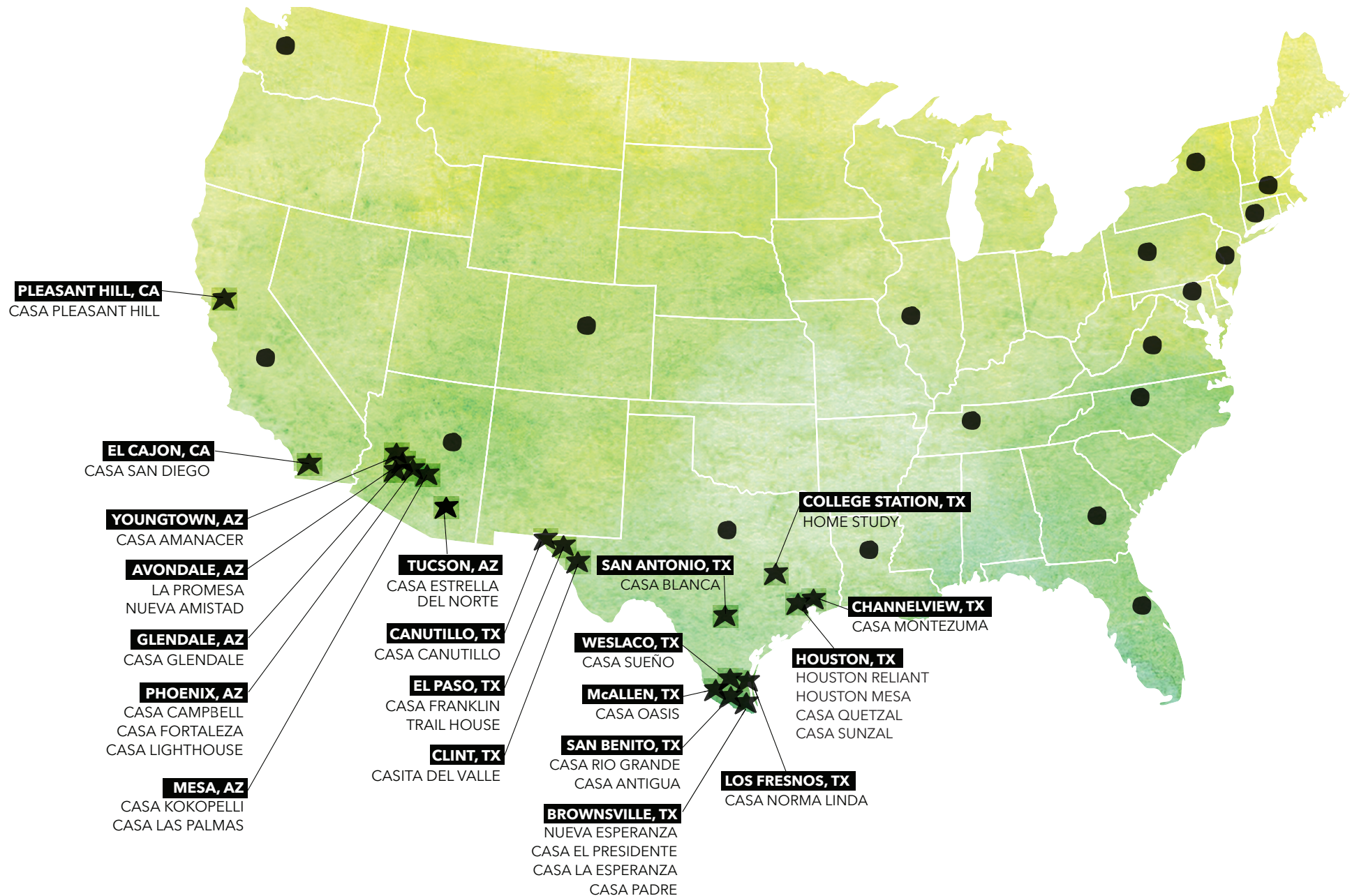
Contract Start / End Date:

UNACCOMPANIED MINOR PROGRAMS NATIONWIDE

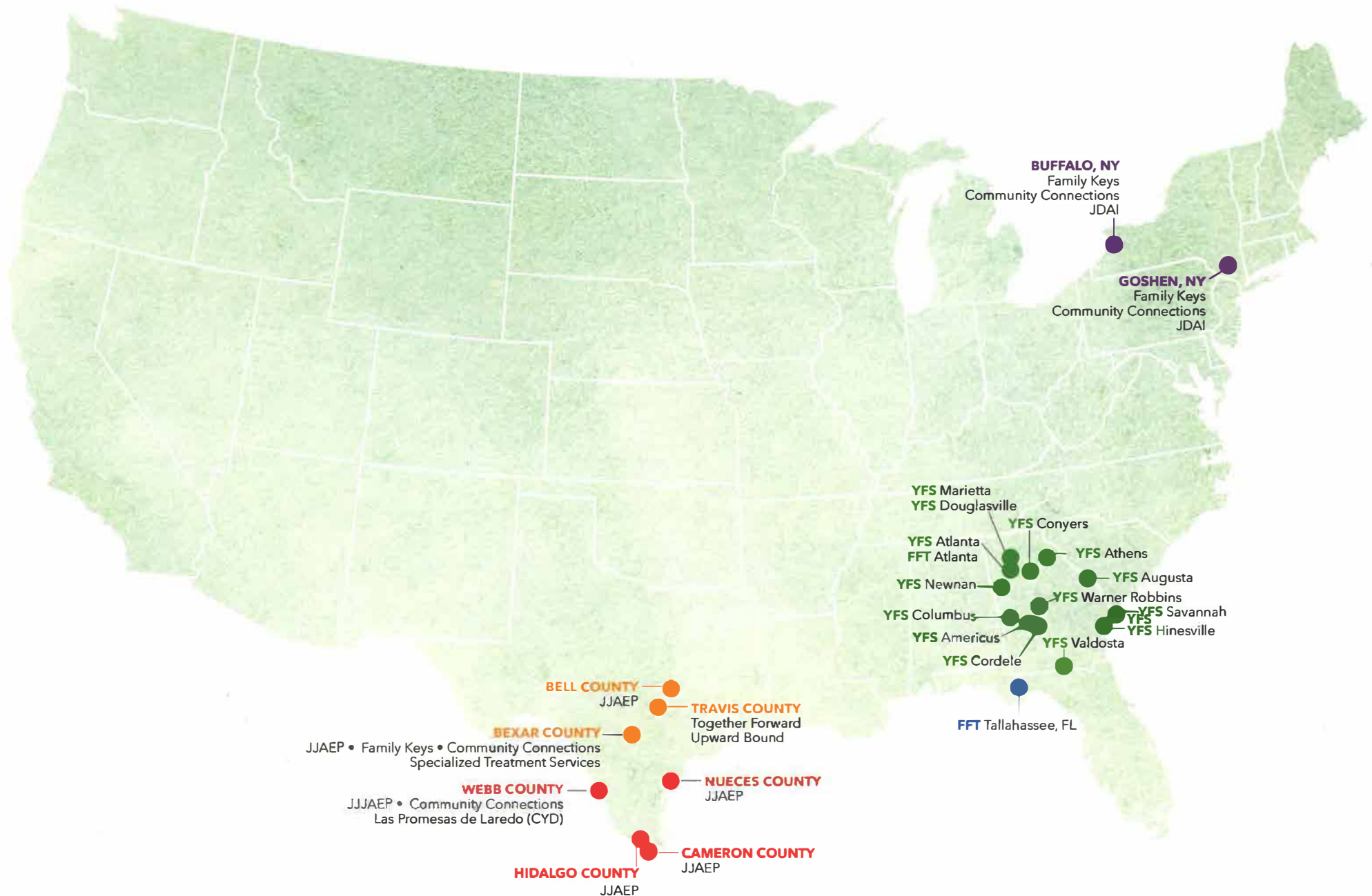


● Home Study & Post Release Services

★ Immigrant Children's Services



YOUTH & FAMILY SERVICES PROGRAM LOCATIONS



WHERE WE SERVE

● Home Study & Post Release Services

★ Immigrant Children's Services

Our Staff Nation Wide:

659

Case Managers

4579

Youth Care Workers

320

Medical Coordinators

377

Clinicians

223

Teachers

*Data is subject to slight change

