

**Workforce Investment Area 16
Carroll County - WIA Adult & Dislocated Worker
Request for Proposal**

**Section 1
Program Overview/Description**

General Solicitation Statement

Carroll County Department of Job and Family Services, on behalf of the Carroll County Commissioners, Area 16 Council of Governments, Area 16 Workforce Investment Board, and the Carroll County One Stop (Connections), is soliciting proposals for services to be provided to Adults and Dislocated Workers in Carroll County under the Workforce Investment Act. **All contracts awarded under this solicitation will be on a cost reimbursement basis. If the agency cannot operate on a cash reimbursement basis, the proposal will not be accepted.**

The Carroll County Department of Job and Family Services is soliciting quotes for services to Adults and Dislocated Workers as outlined below:

- 1. Service #1:** A series of workshops (not necessarily dependent upon each other) to increase the employability of the chronically unemployed, the underemployed, and the dislocated workers of Carroll County. These workshops should be developed to increase the target audience's job search skills, including resume development; soft skills for employment; interviewing; and to provide training on: career counseling/interests; labor market/demand occupations; internet usage; budgeting; and other topics deemed important by the proposal writer.

Workshops should be held no less than monthly for the entire length of the contract period.

The proposal shall include a marketing plan for the workshops in order to gain attendance from the general public. (The proposal should include plans for a location for the workshops - the grantee is not responsible for securing the location of the workshops.)

Grantee shall be required to provide references for previous work done of this nature, as well as documentation of the success of such work.

Grantee shall not be required to complete eligibility for services; Carroll County DJFS/Connections will be responsible for eligibility determination of all participants (as required).

- 2. Service #2:** Tutoring services for individuals who, in order to be employed or increase their employability, are in need of a GED, skill development, and/or tutoring services for postsecondary education and/or technical school/training.

Tutoring services shall be available on a daily basis, and may be housed in the One Stop if space is available. If housed in the One Stop, services shall be available during regular business hours (currently 7:45 a.m. to 4:30 p.m.). Contract staff will also be required to follow Carroll County DJFS workplace culture (dress code, lunch and break times, for example, but not inclusive) during contract period.

Grantee shall be required to provide references for previous work done of this nature, as well as documentation of the success of such work.

Grantee shall not be required to complete eligibility for services; Carroll County DJFS/Connections will be responsible for eligibility determination of all participants.

These services will be contracted from October 1, 2010 through September 30, 2011. The contract may be extended annually for up to two years if contractual performance guidelines are met by the grantee and if funding is available.

Proposal Submission Guidelines

1. All proposals shall consist of the original proposal and 3 copies, with each copy being placed in a separate envelope and submitted to:

Carroll County DJFS
P.O. Box 219
95 East Main Street
Carrollton, OH 44615

2. All proposals shall be received no later than 12:00 noon on September 10, 2010. No late proposals shall be reviewed. No electronic submissions will be accepted. Each envelope shall have the following written on the outside of the envelope: **Carroll County Adult/Dislocated Worker Proposal.**
3. The RFP shall be posted on the Carroll County DJFS website at <http://carrollcountyohio.us/jobandfamilyservices.html> . Notice will be mailed to prospective bidders who may provide similar services.
4. Questions must be submitted by email to knighd01@odjfs.state.oh.us . Answers will be posted to the Carroll County DJFS website at <http://carrollcountyohio.us/jobandfamilyservices.html> . The deadline to submit questions will be September 1, 2010.
5. All prospective grantees who wish to be considered for the operation of a program must submit a proposal through the RFP process, regardless of current or past contractual relationships.

Background

The Workforce Investment Act, Title I, provides federal funds to states for the operation of employment and training programs. The customers are broadly divided into three categories: adult, youth, and dislocated worker. This RFP is for services targeted to adults and dislocated workers. In January, 2008, Carroll County was experiencing an unemployment rate of 8.1%. In January, 2010, Carroll County's reported unemployment rate had risen to 16.7%. Many of these unemployed workers had worked in the second tier auto industry and are in need of a career change. Many of these unemployed workers have worked for their previous employer for 20+ years and are in need of job search skills. Still others require basic skill development in order to be competitive in today's job market and/or in re-training. Finally, it should be noted that it has been estimated by recent studies that 20% of Carroll County is without a GED or high school diploma; this only exacerbates the unemployment issue.

Carroll County DJFS/Connections employs a relatively skeletal staff for the One Stop and WIA services. Contracting enables the One Stop to increase the services available in these difficult economic times, as well as to bring experts in these areas into the One Stop.

Workforce Investment Act (WIA) funding is provided by the Federal government to the State governments for a multitude of education and training purposes. States, in turn, allocate funds to local Workforce Investment Areas (WIBs). Workforce Investment Areas are administered by the County Commissioners of the Counties within the Workforce Investment Area. Belmont, Carroll, Harrison, and Jefferson Counties have joined to form Workforce Investment Area 16. The County Commissioners appoint a Workforce Investment Board (WIB), composed of a diverse mix of employers and employment and training professionals, to oversee the quality and guidelines of the programs. At the county level, the County Workforce Investment Agency (Carroll County Department of Job and Family Services for Carroll County) and the County Workforce Investment Fiscal Agent (Belmont County DJFS) work in tandem to administer the County Workforce Investment Act (WIA) program to meet the WIA-required objectives and to meet the County's own specific employment and training needs.

(Additional information and background on WIA may be found at:

www.jfs.ohio.gov/owd/wia .)

Applicants are reminded that submission of a proposal does not guarantee funding. All proposals that are submitted for consideration will be objectively scored (using the attached Formal Rating Instrument). Any proposals that are submitted will be considered as contractors of a service needed by Carroll County in order to meet the employment and training needs of its residents. All contracted services must conform to policies established by Area 16 regarding the performance of services and the administration of programs according to Department of Labor and State of Ohio rules and regulations.

General Instructions

- Applicants should read all contents of the Request for Proposals.
- All submitted proposals must contain detailed, accurate, and complete programmatic and budget information.
- All submitted proposals must follow the prescribed format identified in this RFP packet.
- All proposals must be typed in the space provided unless otherwise specified.
- All proposals must be typed in a 12 pt. font, either Arial, Times New Roman, or Tahoma.
- All questions should be answered honestly and to the best of the applicant's ability, and all directions should be followed.
- Proposals will be evaluated based on the criteria established by the Workforce Investment Agency, Workforce Investment Board (WIB), and the Council of Governments using the Formal Rating Instrument. **(Attachment A)** Please use Attachment A as a reference in completing the proposal packet.
- The proposal must be submitted no later than **September 10, 2010 @ 12:00 (Noon)**.
- Proposal(s) should be submitted in final form. No late proposal(s) will be accepted.
- Proposal(s) submitted may be for both services included in this RFP or for one service.
- Prospective contractors will be notified in writing of the decision to recommend acceptance or rejection of the Request for Proposal.

All proposed program costs must be reasonable, allocable and necessary to achieve program goals, and in accordance with federal, state, and local policy and the terms of the grant. Any cost which does not meet all of the above criteria cannot be approved either for inclusion in the contract budget or for reimbursement. Such disallowed costs are the sole responsibility of the contractor.

No Administrative Costs will be paid to the Contractor for services provided on this Request for Proposal. Each potential proposer shall include in their proposal a detailed breakout of all expenses outlined within the narrative.

- Any amendments to this Request for Proposal will be posted on <http://carrollcountyohio.us/jobandfamilyservices.html>. It is the proposer's responsibility to check this website for any amendments to the RFP.

- The proposer must include in their proposal the name(s), title(s) and email addresses of persons(s), in the agency who can be contacted for further information if necessary. Provision of misinformation and/or unauthorized contact can be grounds for disqualification.
- Sections 2 and 3 of this RFP shall be completed and submitted for consideration, as well as the other items required as described in this RFP.
- All information contained in this proposal is considered a public record. Proprietary Information should not be submitted as we do not guarantee confidentiality for this information. Any questions regarding this material must be submitted **BY EMAIL** to knighd01@odjfs.state.oh.us.
- All legitimate responses to this Request for Proposal will be treated equally, based on compliance to applicable guidelines and restrictions. The Workforce Investment Board and/or Council of Governments have the right to accept or reject any and all proposals, or to negotiate individually with any source qualified.
- Definitions can be found in ***Attachment B***.
- The Catalog of Federal Domestic Assistance Number for WIA funding is 17.259.

WORKFORCE INVESTMENT BOARD (WIB) / COUNCIL OF GOVERNMENTS AUTHORITY

The Workforce Investment Board (WIB) and the Council of Governments have been given authority to review and approve employment and training programs and services under the Workforce Investment Act.

The Workforce Investment Board and the Council of Governments maintain the following reservations with respect to this RFP:

- The right to reject any or all proposals, or to negotiate individually with any source considered qualified.
- The right to clarify or confirm any part of the information furnished by the respondent, or to require evidence of managerial, technical and other capabilities to ensure the successful performance of the agreement.
- The right to extend approved proposers' contracts beyond the contracted program year annually for up to two additional years based on meeting contractual performance.
- The right to attach conditions to a proposal upon which approval for funding shall occur only when satisfied.
- The right to cancel in part, or in its entirety, this RFP if it is in the best interest of

the County to do so.

- The right to cancel any resulting contract, or not automatically extend an existing contract, from this RFP if funds become unavailable during the term of the contract.

SPECIFICATIONS

STATEMENT OF PURPOSE:

In 1998, Congress passed the [Workforce Investment Act](#) to reform federal job training programs and create a new, comprehensive workforce investment system. The reformed system is intended to be customer-focused, to help Americans access the tools they need to manage their careers through information and high quality services, and to help U.S. companies find skilled workers. The 7 Principles of the Workforce Investment Act include:

- Strong Role for Boards and Private Sector
- State and Local Flexibility
- Streamlined One-Stop Services
- Universal Access
- Empowering Individuals
- Increased Accountability
- Connections Between School and Work

The overriding purpose of the Workforce Investment Act is to create a better trained workforce and to assist individuals in meeting the labor needs of employers, but also to assist individuals in becoming employed or employed in a better, more self-sufficient position.

It is the objective of all contracts developed under the Workforce Investment Act guidelines to equitably provide the services authorized under the Workforce Investment Act, Public Law 105-220.

Targeted Group:

This RFP targets both Adults and Dislocated Workers who meet the following eligibility criteria:

Basic Eligibility:

Adult: Eligible to work in the United States, over the age of 18 and, if applicable, registered for Selective Service. Income guidelines also apply.

Dislocated Worker: Individuals who have lost their job through no fault of their own.

Carroll County DJFS will provide eligibility determination for any intensive services to be provided under this RFP. This RFP is solely for the provision of the core and intensive services described on page 1 of Section 1.

ESTIMATED FUNDING AMOUNT FOR BOTH SERVICES FOR PY11 IS BETWEEN \$75,000 AND \$85,000.

EXPECTED OUTCOME AND/OR GOALS TO BE ACHIEVED:

Both services subject to the RFP are core and intensive services and are designed to lead an individual to employment by way of improving one's employability. For that reason, service specific outcomes will be negotiated with the successful proposer(s) prior to implementation of the services, but must include, at a minimum, a target number of customers to reach through the workshops and for the tutoring/GED service, a target number of customers achieving their specific educational goal(s). Failure to meet a negotiated expected outcome may require a corrective action plan. A contract for adult and dislocated services may be extended annually for up to two additional years based on meeting negotiated contractual performance.

DOCUMENTATION

- All prospective proposers who secure contracts are **responsible for the appropriate participant documentation to be maintained in the participant records.**
- The contractor will assume the responsibility to maintain pertinent, relevant, supportive documentation for all fiscal expending and receipt.
- Contractor will comply with Federal, state and local policies for financial management.
- Technical Assistance will be provided to proposers who secure contracts (as required) by the County as deemed necessary or by Contractor request.

AUDIT

Proposer must assume the responsibility to comply with OMB A-133 standards and incur any related expenditures to have an audit conducted for each program year that contracts are awarded. Audits along with any management letters are due to the Fiscal Agent in a timely manner. (WIA CFDA # 17.259)

CONTRACT DEVELOPMENT

When all general/specific conditions are met and contract signatures secured, funds shall be released so that the program may begin.

PAYMENT TERMS

Payment for actual expenses incurred will be made within thirty days of receipt of complete and accurate invoice. Payments are on a reimbursable basis.

**WORKFORCE INVESTMENT AREA 16
CARROLL COUNTY
PY11 ADULT & DLW SERVICES REQUEST FOR PROPOSALS**

**SECTION 2 –
PROPOSAL NARRATIVE**

AGENCY/ORGANIZATION SUBMITTING PROPOSAL

NAME OF AGENCY:

MAILING ADDRESS:

TELEPHONE NUMBER (INC. AREA CODE):

FAX NUMBER (INC. AREA CODE):

CONTACT PERSON FOR AGENCY:

EMAIL ADDRESS:

WEBSITE:

TYPE OF ENTITY: (If this proposal is a collaboration of organizations, this will reflect the lead organization).

1. Type of Organization (mark all that apply):

- | | | |
|--|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Profit | <input type="checkbox"/> Not for Profit | <input type="checkbox"/> Political Subdivision |
| <input type="checkbox"/> Other (specify) | | |

2. Are you owned or controlled by a parent company organization?

- Yes No

If **Yes**, identify parent company organization: _____

3. Can your organization operate a cost reimbursement contract for the service(s) you propose? Yes No **If the answer is “no”, your proposal will not be considered for approval.**

4. Do you anticipate your proposed program generating stand-in? (*Stand-in is defined in Attachment B.*) Yes No

If “yes”, how much? _____

Basis of accounting: cash accrual
 other (specify: _____)

5. Federal I.D. Number: _____

6. Are you a small/minority owned company? Yes No

7. Is there any reason why you (company, school, agency, or organization) would not be a legitimate contractor for this or any other proposal within the County?

Yes No **If yes, please explain:**

8. Are you bound by any Federal, State, or local Affirmative Action/EEO Rules? Yes No

If **Yes**, please attach a copy of your Affirmative Action/EEO Rules.

If **No**, a copy of the County Affirmative Action/EEO Rules will be provided.

9. If YES to previous questions, have you filed all required EEO reports to cognizant government agencies? Yes No

If **No**, please explain: _____

10. Is your company debarred or suspended under Federal and State rulings from participating in receipt of funds under this contract? Yes No

If **Yes**, please explain:

11. Is your company presently or planning to enter into contracts with subcontractors who are debarred or suspended? Yes No

If **Yes**, please explain:

12. Will any receipt of funds paid under this contract be used for lobbying of any kind? Yes No

If **Yes**, please explain:

13. Is your office area accessible to the disabled, including the visually and hearing impaired? Yes No

If **No**, what arrangements will your agency make to reasonably accommodate disabled participants?

14. Submit with this RFP a copy of your agency's last audit.

15. Submit with this RFP a copy of your agency's proof of insurance (officer's liability and property-for all possible areas WIA property could be housed).

16. Submit completed Attachment D for Debarment information.

ONLY SINGLE COPIES OF #12 THROUGH #14 ARE NECESSARY, please label the RFP containing these "Master".

Please give the names and titles of person(s) who have authority to:

Submit proposals / bids

NAME:

TITLE:

Sign contracts

NAME:

TITLE:

Negotiate proposals

NAME;

TITLE:

Modify contracts

NAME:

TITLE:

Terminate contracts

NAME:

TITLE:

A. TECHNICAL, PERFORMANCE, and FISCAL NARRATIVE
(Note: There is no limit to the number of pages with which you can fulfill this requirement.)

Please fully describe/answer each of the points below in your narrative:

1. Fully describe the services being proposed in response to this RFP. Be specific, including projected numbers of customers to be served during the contract period 10/1/10 through 9/30/11. (Please reference the service number (#1 or #2) from the first page of this RFP when discussing the service(s) you propose to provide.)
2. Provide details on your agency's experience in providing this type of service, especially with low income adults and dislocated workers. (If this proposal is for both services, please make reference to each service by number when describing experience.)
3. Provide a brief summary on your agency's demonstrated performance and outcomes as related to the proposal that is being submitted. Include the year of the service, the number of customers/clients served and the number of customers/clients who successfully completed the service.
4. Do your accounting procedures meet GAAP principals?
5. Provide information on any findings for recovery that required repayment.
6. In this narrative, please include a narrative of budget items as outlined in Section 3. Explain costs by category (i.e., salaries/benefits, supplies, travel, facility costs, etc.) All detailed budget information must be provided in RFP Section 3. Budget will be reviewed to make sure that it is reasonable and realistic. The cost per participant will be reviewed to make sure that it is reasonable in relationship to the services provided. Budget will be reviewed for any items that may be questionable or unreasonable.

**2010 WIA Adult and Dislocated Worker (Carroll County)
Proposal Signature Sheet**

I hereby attest that I have reviewed the overview/description section of this proposal package, and I am aware of the Workforce Investment Act and accompanying regulations. I am aware and will abide by all assurances and certifications contained in **Attachment C** of this proposal. I hereby attest that cost and price information submitted with this proposal/bid is accurate, complete, and based on current data at the time of submission.

I am aware that the Workforce Investment Act strictly prohibits fraud and other abuses, and provides criminal penalties for violators.

SIGNATURE OF PROPOSING AGENCY/INDIVIDUAL

Signature

Name

Title

Date

**WORKFORCE INVESTMENT AREA 16
CARROLL COUNTY
PY11 ADULT & DLW SERVICES REQUEST FOR PROPOSALS**

**SECTION 3 –
BUDGET**

Organization: _____

Fiscal Contact: _____

Phone: _____

Email: _____

Date: _____

The proposing agency must provide a budget that contains a full disclosure of all costs, including the source and amount of any funds anticipated from other sources that may contribute to the completion of the proposed project

Total amount of stand-in costs: _____

**LINE ITEM BUDGET BACKUP
NON WAGES AND FRINGES PROGRAM COSTS**

ITEM	BASIS FOR COSTS	TOTAL COSTS
Travel		
Training		
Facility – Rent		
Facility – Utilities		
Office Supplies		
Equipment		
Copy Supplies		
Communications		
Accounting and Audit		
Insurance		
Indirect Costs		
Other - Specify:		

Attach a list of equipment/furniture items with a unit cost of \$500 or more to be purchased or leased, and, for purchased items, a justification for purchase vs. lease or use charges. Also attach a list of equipment/furniture items where the total cost of all such items being charged to the grant is more than \$5,000, and provide an explanation of the need for the items. Any equipment/furniture items with a unit cost of \$500 or more are the property of the County Workforce Agency and may be required to be returned at the end of the contract period.

Note: If the proposal is approved, additional information and budget detail may be required.

BUDGET SIGNATURE PAGE

All costs identified in this budget are allowable and allocable.

Signature

Date

**WORKFORCE INVESTMENT AREA 16
Carroll County
Adult and Dislocated Worker
Request for Proposal
Attachment A**

FORMAL RATING INSTRUMENT

PHASE I: Initial Qualifying Criteria

The following three (3) questions must be answered prior to starting the formal rating. If any of the three (3) questions are answered "No," this proposal **CANNOT** be rated and the process stops at this point.

- A. Did the Agency submit the proposal on time? Yes No
- B. Are all required request for proposal forms filled out and is there a copy of the Agency's Audit and Proof of Insurance? Yes No
- C. Can the Agency operate on a cash reimbursement basis? Yes No

PHASE II: Criteria for Scoring of Technical Proposal

Qualifying proposals will be collectively scored by a Proposal Review Team (PRT) appointed by the WIA Area 16 One Stop Operators. For each of the evaluation criteria given in the following score sheet, reviewers will collectively judge whether the technical proposal exceeds, meets, partially meets or does not meet the requirements expressed in the RFP, and assign the appropriate point value as follows:

0 Does Not Meet Requirements	5 Partially Meets Requirements	10 Meets Requirements	15 Exceeds Requirements
------------------------------------	--------------------------------------	-----------------------------	-------------------------------

A technical proposal's total PHASE II score will be the sum of the point value for all the evaluation criteria. The review team will collectively score each individual qualifying proposal. Technical proposals which do not meet or exceed a total score of at least **214 points** (a score which represents that it "meets" all the evaluation criteria) out of a maximum of **315 points**, will be disqualified from further consideration, and its cost proposal will neither be opened nor considered. Only those vendors whose Technical Proposals meet or exceed the minimum required technical points will advance to PHASE III of the technical proposal score sheet.

ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Doesn't Meet 0	Partially Meets 5	Meets 10	Exceeds 15
AGENCY BACKGROUND						
1	Provide details about the services being proposed.	Sec.2 A-1				
2	Provide details about your agency's experience working with low income individuals and dislocated workers.	Sec.2 A-2				
3	Provide a summary of agency's demonstrated performance and outcomes as related to the services being proposed.	Sec.2 A-3				
4	Provide resumes, degrees, and training of staff who are responsible for services being proposed.	Sec. 2 A-7				
Service #1 – Monthly Workshops						
5	Services being proposed meet needs of county's low income and dislocated workers for soft-skills training.	Sec. 2 A-1				
6	Proposed services include location that is suitable.	Sec.1 1				
7	Workshops are proposed to be held, at a minimum, on a monthly basis.	Sec.2 A-1				
8	Proposal includes a reasonable projection for numbers of participants.	Sec.2 A-1				
9	Proposal includes a logical marketing plan to advertise the workshops.	Sec.1 1				
10	Proposer's staff are well qualified to provide workshops.	Sec. 2 A-7				
11	Proposal contains documentation that demonstrates agency's ability to provide service being proposed, including references.	Sec. 1 1				
Service #2 – Tutoring/GED Preparation						
12	Services being proposed meet needs of county's low income and dislocated workers for tutoring and GED preparation.	Sec.2 A-1				
13	Proposed services include location that is suitable.	Sec.1 1				
14	Program hours are adequate.	Sec.2 A-1				
15	Proposal includes a reasonable projection for numbers of participants.	Sec.2 A-1				
16	Proposal includes a logical marketing plan to advertise the service.	Sec.1 1				
17	Proposer's staff are well qualified to provide tutoring and GED preparation.	Sec. 2 A-7				
18	Proposal contains documentation that demonstrates agency's ability to provide service being proposed, including references.	Sec. 1 1				
ITEM #	EVALUATION CRITERIA	RFP SEC. REF.	Doesn't Meet 0	Partially Meets 5	Meets 10	Exceeds 15
PERFORMANCE HISTORY						
19	Provide a brief summary of past experience and demonstrated performance for employment and training programs, especially low income individuals and dislocated workers.	Sec. 2 A-3, Sec. 1 1				
20	Do agency's accounting principals meet GAAP principals?	Sec. 2 A-4				
21	Provide information on any findings for recovery that required repayment.	Sec. 2 A-5				

Column Subtotal of “Partially Meets points			
Column Subtotal of “Meets” points			
Column Subtotal of “Exceeds” points			
GRAND TOTAL SCORE:			

Based upon the Grand Total Technical Score earned, does the vendor’s proposal proceed to the Phase III, Evaluation of its Cost Proposal? (Vendor’s Grand Total Technical Score must be at least 214 points to proceed to Phase III for evaluation of its Cost Proposal)

Yes _____ No _____ (If “No”, Vendor’s Cost Proposal will not be opened.)

WORKFORCE INVESTMENT AREA 16
Carroll County – Adult and Dislocated Worker
Request for Proposal
Attachment B

DEFINITION OF TERMS

More definitions can be found at:

www.ohioworkforce411.gov/workforceprof/Glossary.stm

1. **AUDIT:** An objective systemic review process that involves selecting and evaluating evidence for the purpose of ascertaining the reliability of reported financial information and/or appraising performance/program activities, in accordance with OMB A-133 (Office of Management & Budget, Circular A-133).
2. **CONTRACTING AGENCY:** For this RFP and contract, the County Workforce Investment Fiscal Agent.
3. **CONTRACTOR / PROPOSER:** For this RFP and contract, the agency/organization submitting the RFP.
4. **COUNTY WORKFORCE INVESTMENT FISCAL AGENT:** The entity designated to administer County adult, youth and dislocated worker funding under WIA, which is selected by the County Commissioners: the County Department of Job and Family Services.
5. **DISLOCATED WORKER (DLW):** WIA, Section 101 (9). An individual who-
(A) (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment; (ii)(I) is eligible for or has exhausted entitlement to unemployment compensation; or (II) has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one stop center referred to in section 134 (c), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and (iii) is unlikely to return to a previous industry or occupation; (B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise; (ii) Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or (iii)for purposes of eligibility to receive services other than training services described in section 134(d)(4), intensive services described in Section 134(d)(3), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close; (C) was self employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or (D) is a displaced homemaker.

NOTE: "plant or facility" (for purposes of a closing) as "any place of regular, full-

- time employment or any defined section, department, or unit within such place of employment."
6. **FOLLOW-UP:** Follow-up with youth for twelve (12) months after exit to see if they need additional in employment, education or other areas of assistance.
 7. **GAAP (GENERAL ACCEPTED ACCOUNTING PRINCIPLES):** Accounting rules and procedures established by authoritative bodies or conventions that have evolved through custom and common usage.
 8. **IN-DIRECT COST OR COST POOLED COST:** Costs that are not direct costs to WIA but are incurred for a common or joint purpose benefiting more than one cost objective, title or grant.
 9. **ONE STOP:** A seamless system of service delivery that is created through the collaboration of entities responsible for separate workforce development funding streams. This system consists of one or more comprehensive, physical One-Stop centers in a local area that provides the core services and access to the other activities and programs provided under WIA and by each One-Stop partner. 20 CFR 652 662.100.
 10. **REQUEST FOR PROPOSAL (RFP):** The solicitation procedure where a negotiated procurement will be the method of acquisition.
 11. **STAND-IN COST:** Cost paid from non-Federal sources that a contractor proposes to substitute for Federal costs.
 12. **WIA:** Workforce Investment Act, Public Law 105-220, and August 7, 1998.
 13. **WORKFORCE INVESTMENT AREA:** Individual counties and large cities, which may join together for improving the delivery of employment and training services in the area. Promotes effective delivery of job training services and is approved by the Governor.
 14. **WORKFORCE INVESTMENT BOARD (WIB):** Representatives from the private sector, organized labor, community-based organizations, educational agencies, economic development agencies and one-stop partners. The WIB is responsible for providing policy guidance and oversight with respect to activities under the local training and employment plan.

**WORKFORCE INVESTMENT AREA 16
Carroll County – Adult and Dislocated Worker
Request for Proposal
Attachment C**

ASSURANCES AND CERTIFICATIONS

FEDERAL, STATE AND LOCAL LAWS. The Contractor will comply with all applicable Federal, State and local laws, rules and regulations. After notice and opportunity to be heard, including an opportunity to demonstrate compliance and make restitution, a determination of failure to adhere to any such requirements shall constitute cause for termination of contract.

LOBBYING. Both parties to this contract insure that no funds under this contract shall be used for lobbying activities.

DEBARMENT/SUSPENSION. The Contractor certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

POLITICAL ACTIVITY. Both parties to this contract insure that no funds from this contract will be used to encourage or promote any kind of political activity.

AMERICANS WITH DISABILITIES ACT. It is the responsibility of the Contractor to comply with the regulations of the Americans with Disabilities Act.

DRUG FREE WORKPLACE. The Contractor agrees to maintain a Drug Free Workplace.

COMPLIANCE WITH CHILD LABOR LAWS. When applicable, is required of the Contractor.

AUDIT. The Contractor agrees to submit a copy of their most recent audit report to the Contracting Agency if the federal contract(s) entered into exceed \$300,000.

DELINQUENT TAXES. Contract bidders must certify that their personal property taxes have been paid. (OH Rev. Code 5719.042)

DUPLICATION OF SERVICES. Funds provided under the WIA Act shall not be used to duplicate other government facilities or services available in the area unless new facilities/services can be demonstrated more effective.

MODIFICATION. Any changes requested or required shall be in written form only and signed by both parties to this contract.

MONITORING. The Contracting Agency representatives and federal and state staff will monitor performance of the Contractor to ensure adherence to the terms of this contract.

Monitoring could include the review of financial and operational records relating to this contract and interviews with those directly involved with the services rendered under this contract. Monitoring governmental representatives shall have access to and the right to copy any documents pertinent to the procurement. This also includes timely and reasonable access to contractor and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

RECORD KEEPING. The Contractor shall, for a period of three (3) years from the date of resolved audit, maintain records sufficient to support all payment, and upon request of the Contracting Agency, shall make such records available. These records include financial, statistical, property, and participant records and supporting documentation. The aforementioned records will be retained beyond the three (3) year period if any litigation is begun, an audit has not been completed or if a claim is instituted involving the sub-grant agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved.

DISPUTE RESOLUTION. The Contractor shall agree to attempt to resolve disputes arising from this contract through administrative processes and negotiations in lieu of litigation. The Contractor ensures performance during disputes.

Any dispute concerning a question of fact arising under this contract will undergo informal resolution and a hearing to be completed within 60 days of the filing of the grievance or complaint. Any dispute, which is not settled by informal means, shall be decided by WIA's authorized representative, who shall reduce his/her decision to writing and furnish a copy thereof to the Contractor. If said decision is not acceptable to the Contractor and the Contractor wishes to appeal, the Contracting Agency shall afford the Contractor an opportunity to be heard and to offer evidence in support of its appeal. An appeal must be filed within sixty (60) days of the decision. Non-WIA remedies, including court actions authorized by Federal, State or local law, may be used (1) after exhausting the above administrative process; (2) or when the dispute implies violation of the Federal or State Constitution, a Federal Statute other than WIA or a State or local law; (3) or when the dispute implies violation of a collective bargaining agreement. Nothing in this section shall allow any person or organization to enjoin or sue the Secretary of Labor or the Governor of the State of Ohio with respect to his/her responsibilities under WIA except after exhausting the aforementioned remedies, or be construed to create a private right of action. 20 CFR 652, 667.600

INVALID PROVISION. If any term or provision of this contract is held invalid, the remainder of the contract shall not be affected.

FAILURE TO PERFORM. If the Contractor fails to perform under this contract or fails to make sufficient progress so as to endanger performance, the Contracting Agency may terminate the contract, in whole or in part, upon written notice to the Contractor. In the event of such termination, the Contractor shall be reimbursed to the date of termination for activities properly performed hereunder in accordance with the payment provision.

TERMINATION. For cause, convenience, and/or default, the Contracting Agency by written notice may terminate the contract, in whole or in part, when it is in the best interest of Contracting Agency. In such event, the Contractor shall receive as full payment the costs incurred prior to the termination.

GRATUITY PROHIBITION. Both parties to this contract ensure that their officers, employees and agents will not solicit, or accept gratuities, favors, or anything of monetary value as a result of this contract. Neither will any participant be charged a fee for the referral or placement of said trainee under this contract.

CONFLICT OF INTEREST. A conflict of interest would arise when:

- a. Any Staff, Workforce Investment Board members, Youth Council Member, or County Commissioner who engages directly or indirectly in any business transaction or private arrangement for profit which accrues from or is based upon his or her official position or authority on the board.
- b. Any member of the parties listed above, immediate family
- c. An organization, which employs, or is about to employ any of the above has a financial or other interest in the firm or organization selected for award. The Contractor must report any conflict of interest, real or apparent. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor shall obtain written approval from the Workforce Investment Area Council of Government before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit review.

SUBCONTRACTING. The Contractor shall not subcontract any portion of this contract without prior Contracting Agency approval. Subcontracting can be included in the RFP response.

LIABILITY & DEBT REPAYMENT. The Contractor shall be liable to repay, from non-federal funds any amounts determined to be mis-spent due to willful disregard of the requirements of the Act, gross negligence, or failure to observe accepted standards of administration. Payment of such funds is due the Contracting Agency or additional sanctions will be imposed.

HOLD HARMLESS. The Contractor agrees that the Contracting Agency, its officers, agents, officials and employees shall not be liable for the negligence or improper action of the Contractor. In the event that the State or Federal governments shall require the Contracting Agency to repay funds because of misfeasance, malfeasance or nonfeasance by the Contractor, the Contractor shall pay on demand any funds which the State or Federal Government has ordered repaid.

LOSS OF FUNDS. In the event the Contracting Agency fails to receive sufficient funds to implement and/or fulfill this contract, or in the event funds are withdrawn or canceled,

this contract shall automatically terminate and be of no further force or effect. The Contracting Agency will notify the Contractor of termination by letter. Payment will be made up to the notification of loss of funds.

NOTICE ON PATENT RIGHTS, COPYRIGHTS AND RIGHTS IN DATA. Produced as a result of this contract shall be the property of Department of Labor.

DISCRIMINATION PROHIBITION. No participant trained under this contract shall be subjected to discrimination because of race, color, religion, sex, national origin, age, handicap, political affiliation, or solely because they are participating under this contract.

SECTARIAN PROHIBITION. The employment or training of participant(s) in sectarian activities is prohibited.

EQUAL BENEFITS FOR TRAINEES. The Contractor insures that students under this contract shall be provided benefits at the same level and to the same extent as other students of the college.

CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

COPYRIGHTS AND PATENTS

Contractor shall comply with mandatory standards and policies relating to protections of copyrights and rights in data and patent rights with respect to any discovery or invention which arises or is developed in the course of or under a contract. (29 CFR)

HEALTH AND SAFETY REGULATIONS

The Contractor shall establish and maintain appropriate health and safety standards. The Contractor ensures that no trainee will be required or permitted to be trained or receive services in buildings, or surroundings, which are unsanitary, hazardous, or dangerous to the health or safety of the trainee. The Contractor further ensures that trainees who are being trained in dangerous occupations (e. g., fire and police jobs) shall be trained in accordance with reasonable safety practices.

COLLECTIVE BARGAINING.

The Contractor shall ensure that no activities, work or training under this contract are in conflict with the terms and conditions of an existing collective bargaining agreement or contract for services. The Contractor further ensures that nothing under this contract shall impair any aspect of an existing collective bargaining agreement. No program funded by WIA, which would be inconsistent with the terms of a collective bargaining agreement, shall be undertaken without the written concurrence of the Contractor and the affected labor organization.

PAYMENT FOR TRAINING

Contractor shall provide payment to the training service providers on a regular basis upon receipt of trainee attendance records and invoices. The Contractor shall complete and sign said attendance records and invoices, permitting each trainee to review and sign their records.

GRIEVANCE PROCEDURE

The Contractor further agrees that if he has a formal grievance or complaint procedure in place that a copy of the same will be provided to the Contracting Agency; and further that if such Contractor does not have a formal grievance/complaint procedure in place, they shall agree to accept and adopt the grievance procedure that shall be provided to them by the Contracting Agency and its terms and conditions shall be in effect for the participant(s) named in the sub contract(s).

EMPLOYER TAXES

The Contractor accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions and all other employer taxes and payroll deductions required for all employees and anyone receiving monetary benefits as a result of all programs.

PROGRAM INCOME

A sub-recipient may retain any program income earned by the sub-recipient only if such income is added to the funds committed to the particular grant or sub-grant and title under which it was earned and such income is used for that title's purposes and under the terms and conditions applicable to the use of the grant funds. The classification of costs shall apply to the use of program income.

PERFORMANCE STANDARDS

The Area is required to meet certain performance standards regarding the Workforce Investment Act Program. It is the goal of the Contractor to provide participant services, which will enable the participants and Area to exceed these standards.

ACCREDITATION OF TRAINING FACILITY OR TRAINER QUALIFICATIONS

Contractor agrees to provide a copy of training organizational accreditation or other qualification certificates including trainer as deemed necessary by Contracting Agency.

REPORTING REQUIREMENTS

Contractor shall complete all necessary reports as per instructions from Contracting Agency such reports may include financial and operational reports.

MAINTENANCE OF EFFORT

Contractors shall not lay-off, or reduce the hours of any employee as a result of this agreement. 667.270(b)

WORKFORCE INVESTMENT AREA 16
Carroll County – Adult and Dislocated Worker
Request for Proposal
Attachment D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by Title 29 CFR, Section 97.35 and Executive Order 12549 prohibiting any award (subgrant or contract) to any party which is debarred or suspended.

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

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

Name and Title of Signatory Authority for Proposing Agency

Signature