

REQUEST FOR PROPOSAL

**RFP NUMBER
NW145 # 09-01**

FOR

PRE-APPRENTICESHIP TRAINING

ISSUE DATE

OCTOBER 28, 2009

DEADLINE FOR SUBMISSION OF PROPOSALS

DECEMBER 4, ~~2010~~ 2009

SUBMIT PROPOSALS TO:

**WEST CENTRAL JOB PARTNERSHIP, INC.
44 South Beaver Street
New Castle, PA 16101
Attention: Program Director
724-658-2501**

**RFP #09-01 Pre-Apprenticeship Training
Questions and Answers
and
Corrections to RFP Specifications**

Date of Changes – 10/27/09

Telephone Message – Date to submit proposals is listed on title page as December 04, 2010. Is this a typo. **Response** – yes, this is a typo. Please change submission date to December 04, 2009. The callers' message will not be returned because the telephone number was not recorded on the message.

Title Page – Deadline to Submit Proposals December 4, 2010. Change 2010 to 2009

Section 1.1 Purpose Delete the first three paragraphs

~~West Central Job Partnership (WCJP) seeks proposals designed to provide designed to reduce the number of youths, within the targeted population group, that drop out of school by guiding and assisting them in making informed choices during the middles school years.~~

~~Most secondary school dropouts have little or no significant work history and have not developed any marketable occupational skills. Many lack career awareness or direction and have not developed the interpersonal skills needed to gain and hold employment. Many of these individuals are unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job.~~

~~All too frequently, these individuals will become unemployed, sometimes for lengthy period of time, and dependent upon public assistance or other forms of subsidization or will become underemployed, with little hope for long term employment or advancement.~~

Section 1.4 Overview of Project Delete last sentence

~~The contractor will be expected to serve a minimum of 60 eligible seventh and eighth grade students in each county.~~

Email Comment - Just wanted to let you know that the "instructions on how to submit" link isn't working. **Response** – WCJP is aware of this website glitch. Please see the link directly above that for the RFP document which contains instructions on how to submit a proposal - <http://www.wcjp.org/uploads/Pre-Apprenticeship%20Training%20RFP.pdf>

Section 1.7 Email Question & Answer Period; RFP Clarification Opportunity Delete “sent to all potential bidders by email” and replace with “posted on WCJP’s website”.

WCJP responses to all questions asked via email will be compiled into one document and ~~sent to all potential bidders by email~~ **posted on WCJP’s website**. Bidder proposals in response to this

RFP are to take into account any information communicated by WCJP in the Final Q&A Document for the RFP.

Email request for clarification, posted November 6, 2009 – Section 3.1.3, length of program is ambiguous. An established pre-apprenticeship training program is a 10 week, 60 hour program. 25 hours cannot accommodate the necessary instruction time. **Response:** Section 3.1.3 indicates the program must be at least 8-weeks in length and provide at least 25 hours of instruction weekly which equates to 8 weeks x 25 hours/week or 200 hour program. Bidders who currently operate successful pre-apprenticeship programs with fewer than or more than 200 training hours will not be excluded from review and consideration for approval by WCJP.

TABLE OF CONTENTS

| | | |
|--------------------|--|----|
| SECTION I | <u>GENERAL PURPOSE AND BIDDER INFORMATION</u> | |
| 1.1 | Purpose..... | 04 |
| 1.2 | Issuing Agency..... | 04 |
| 1.3 | Background..... | 05 |
| 1.4 | Overview of the Project..... | 05 |
| 1.5 | Objectives of the Project..... | 05 |
| 1.5.1 | Linkages to Local Apprenticeship Programs & Employers..... | 05 |
| 1.5.2 | Exploration of all Local Apprenticeship Programs..... | 05 |
| 1.5.3 | Linkages Between Academic & Occupational Skills..... | 06 |
| 1.5.4 | Employment Readiness Skills for Participants..... | 06 |
| 1.5.5 | Connections with Intermediary Organizations..... | 06 |
| 1.6 | Anticipated Procurement Timetable..... | 07 |
| 1.7 | Email Question & Answer Period; RFP Clarification Opportunity..... | 07 |
| 1.8 | Communication Prohibitions..... | 07 |
| SECTION II | <u>BIDDER EXPERIENCE AND QUALIFICATIONS</u> | |
| 2.1 | Mandatory Bidder Qualifications..... | 08 |
| 2.2 | Organizational Experience and Capabilities..... | 09 |
| 2.3 | Staff Experience and Capabilities..... | 09 |
| SECTION III | <u>SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES</u> | |
| 3.1 | Scope of Work..... | 09 |
| 3.1.1 | Program Enrollment Requirements..... | 09 |
| 3.1.2 | Apprenticeship Program Awareness..... | 09 |
| 3.1.3 | Length of Program..... | 09 |
| 3.1.4 | Program Curriculum..... | 10 |
| 3.1.5 | GED Preparation..... | 10 |
| 3.1.6 | Participant Program Exit Information..... | 10 |
| 3.2 | Administrative Structures – Proposed Work Plan..... | 10 |
| 3.3 | Specifications of Deliverables..... | 10 |
| 3.4 | Project Performance Measures..... | 11 |
| SECTION IV | <u>CONDITIONS AND OTHER REQUIREMENTS</u> | |
| 4.1 | Interview..... | 12 |
| 4.2 | Start Work Date..... | 12 |
| 4.3 | Proposal Costs..... | 12 |
| 4.4 | Trade Secrets Prohibition; Public Information Disclaimer..... | 12 |
| 4.5 | Conditions Governing the Response..... | 12 |
| 4.6 | Subcontractor Identification..... | 14 |
| 4.7 | Monitoring of Contracts..... | 14 |

| | | |
|------|--|----|
| 4.8 | Termination of Contracts..... | 14 |
| 4.9 | Mandatory Disclosure of Work Location..... | 15 |
| 4.10 | Bidder Selection Restriction..... | 15 |
| 4.11 | Required Bidder Information..... | 15 |

SECTION V PROPOSAL FORMAT & SUBMISSION

| | | |
|-----|--|----|
| 5.1 | Proposal Submission Information..... | 15 |
| 5.2 | Format for Organization of the Proposal..... | 17 |

SECTION VI CRITERIAL FOR PROPSAL EVALUATION & SELECTION

| | | |
|-----|--|----|
| 6.1 | General Factors Affecting the Selection of a Contractor..... | 21 |
| 6.2 | The Selection Process..... | 22 |

SECTION VII APPENDICES

| | | |
|-------|--|--|
| 7.1 | Sample Master Agreement | |
| 7.2 | Sample Transmittal Letter | |
| 7.3 | Agency Information | |
| 7.4 | Certification Regarding Debarment, Suspension, and Eligibility | |
| 7.5 | Lobbying Activities | |
| 7.5.1 | Certification Regarding Lobbying | |
| 7.5.2 | Disclosure of Lobbying Activities | |
| 7.6 | Drug Free Workplace Requirements Certification | |
| 7.7 | Equal Opportunity Assurance | |
| 7.8 | Financial Plan Format | |
| 7.9 | Proposal Evaluation Criteria | |
| 7.9.1 | Initial Evaluation | |
| 7.9.2 | Technical Evaluation | |
| 7.10 | HIPAA Business Associate Agreement | |

SECTION 1. GENERAL PURPOSE AND BIDDER INFORMATION

1.1 Purpose

~~West Central Job Partnership (WCJP) seeks proposals designed to provide designed to reduce the number of youths, within the targeted population group, that drop out of school by guiding and assisting them in making informed choices during their middle school years.~~

~~Most secondary school dropouts have a little or no significant work history and have not developed any marketable occupational skills. Many lack career awareness or direction and have not developed the interpersonal skills needed to gain and hold employment. Many of these individuals are unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job.~~

~~All too frequently, these individuals will become unemployed, sometimes for a lengthy period of time, and dependent upon public assistance or other forms of subsidization or will become underemployed, with little hope for long-term employment or advancement.~~ Delete first three paragraphs.

WCJP seeks proposals for pre-apprenticeship training that will prepare individuals to take and pass the entrance examinations for local apprenticeship programs and/or enter meaningful full-time employment in the targeted industries. The pre-apprenticeship training should provide a curriculum, an introductory core of the apprenticeship programs for carpenters, electricians, masons, plumbers, HVAC, and other construction careers. The coursework should include safety, hand and power tools, applied math, and other topics related to the building and construction trades as well as job shadowing and/or simulated construction projects. Successful completion of training should qualify individuals to enter local registered apprenticeship programs or work in entry-level positions in the building and construction industry.

1.2 Issuing Agency

This RFP is issued by West Central Job Partnership, Inc. (WCJP), 44 South Beaver Street, New Castle, PA 16101. WCJP is a private non-profit corporation created by the elected or appointed Commissioners for both Lawrence County and Mercer County and chartered under the laws of the Commonwealth of Pennsylvania.

The County Commissioners, by joint resolution, have designated West Central Job Partnership, Inc. as the grant recipient and fiscal agent for all Workforce Investment Act funds as well as United States Department of Labor/Employment and Training Administration (USDOL/ETA) funds made available to the West Central Workforce Investment Area, which consists of Lawrence and Mercer Counties.

With 23 years of experience in workforce development, WCJP continues to provide and improve job training services, including job counseling and assessment, individual training accounts, and on the job training to residents of Lawrence and Mercer Counties.

WCJP will administer the contract and will be responsible for supervision of all activities of the selected vendor.

1.3 Background

It has been brought to the attention of the local Workforce Investment Board (WIB) that the registered apprenticeship programs in the area are having extreme difficulty recruiting individuals to participate in their programs. The local WIB will support and work with local community-based organizations and/or local unions to establish a comprehensive program for young adults, adults and dislocated workers who need preparatory instruction that will lead to acceptance in apprenticeship programs or entry level employment. The program will be designed to provide: exploration of local registered apprenticeship programs; GED preparation for high school dropouts; opportunities to participate in contextual learning activities which integrate the development of general occupational competencies with the development of academic skills or which emphasize the linkages between academic and occupational learning; opportunities to acquire the job readiness and pre-employment skills and the occupational skills needed to prepare for unsubsidized employment; and connections to the local apprenticeship programs and employers who hire individuals from local apprenticeship programs.

1.4 Overview of the Project

The local Workforce Investment Area consists of Lawrence County and Mercer County, Pennsylvania. The geographical area to be served by the proposed project must include all of at least one of these two counties. The contractor may elect to serve eligible individuals residing in one county only or may elect to serve eligible individuals residing in both counties. ~~The contractor will be expected to serve a minimum of 60 eligible seventh and eighth grade students in each county.~~ Delete last sentence.

1.5 Objectives of the Project

The project must be designed to:

1.5.1 ENSURE APPROPRIATE LINKS TO LOCAL APPRENTICESHIP PROGRAMS AND EMPLOYERS WHO HIRE INDIVIDUALS WHO COMPLETE APPRENTICESHIP PROGRAMS

The proposal must describe how the contractor will establish linkages with the local apprenticeship programs and identify the local employers that hire individuals who successfully complete apprenticeship programs. The contractor must make referrals and connections to apprenticeship program of participants' choice OR referrals and connections to area employers that lead directly to placement and retention in unsubsidized employment.

1.5.2 PREPARE PARTICIPANTS FOR LOCALLY REGISTERED APPRENTICESHIP PROGRAMS IN THE BUILDING AND CONSTRUCTION TRADES.

The contractor is responsible for ensuring that participants are aware of and introduced to the registered apprenticeship programs in the local area including, but not limited to: carpenters, electricians, masons, plumbers, HVAC, and other construction careers.

The contractor must provide career awareness of all regional apprenticeship programs including: pre-requisites, entrance exam requirements, length of program, curriculum topics, job vacancies in the area, wages (entry-level to journeyman), etc.

1.5.3 DEMONSTRATE LINKAGES BETWEEN ACADEMIC AND OCCUPATIONAL SKILLS.

The contractor is responsible for ensuring that participants understand how academic skills acquired in the classroom are applied in the workplace.

The proposal must include a means to present academic skills in a realistic, employment-oriented context, using examples and materials from the workplace, and to require participants to demonstrate the application of those academic skills by completing actual occupational related tasks or projects. The ideal linkage situation is a mix of classroom instruction and hands-on training at participating employers who are willing to offer job shadowing or paid work experience situations for participants or by providing hands-on simulated work projects.

1.5.4. PREPARE PARTICIPANTS FOR EMPLOYMENT.

The contractor is responsible for developing or enhancing the employability skills of participants. The proposal must include a blend of information and instruction designed to prepare a participant, with little or no significant work history, for entry into the world of work and to increase a participant's understanding of basic employment rules and requirements and employer expectations. The program must provide work-readiness training that is applicable to the industry and that assists with soft-skills critical to employment retention including communication, conflict resolution, teamwork, time management, etc. The contractor must be familiar with all the locally registered apprenticeship programs and must be able to refer and connect participants to the appropriate testing facility at the appropriate testing times. The contractor must be familiar with employers in the local area that hire individuals who successfully complete registered apprenticeships programs and must be able to refer and connect participants to these employers for meaningful employment.

1.5.5 CREATE AND MAINTAIN EFFECTIVE CONNECTIONS WITH INTERMEDIARY ORGANIZATIONS THAT HAVE STRONG LINKS TO THE JOB MARKET AND EMPLOYERS.

The contractor is responsible for creating and maintaining effective connections with:

- a) private sector employers who hire individuals who successfully complete registered apprenticeship programs,
- b) labor organizations,
- c) local apprenticeship programs,
- d) local vocational-technical schools, and
- e) the *CareerLink* Service Delivery System

The proposal must describe how the contractor will facilitate those connections and the involvement, if any, of these entities in the delivery of project services.

All participants must be registered with the *CareerLink* System and the contractor will facilitate the registrations.

1.6 Anticipated Procurement Timetable

| DATE | EVENT/ACTIVITY |
|--|---|
| October 28, 2009 | WCJP releases RFP to potential bidders; Q&A period opens -RFP becomes active -Bidders may submit inquiries for RFP clarification |
| November 13, 2009 | Bidder Q&A period closes, 10:00 am (for inquiries on RFP clarification) -No further inquiries for RFP clarification will be accepted |
| November 20, 2009 | WCJP provides final vendor question & answer document (estimated) |
| December 04, 2009 | Deadline for bidders to submit proposals to WCJP, no later than 12:00 noon. -This is the proposal opening date, beginning the WCJP process of proposal review. |
| January 13, 2010 | WCJP issues contract award notification letter (estimated) -Bidders that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract. |
| January 25, 2010 | Contract begin date – (estimated – following notification of all contract and funding approvals) |
| June 30, 2010 With option to extend through June 30, 2011 | Contract end date – All work must be satisfactorily completed by this date and approved by WCJP |

1.7 Email Question & Answer Period; RFP Clarification Opportunity

Potential bidders may ask clarifying questions regarding this RFP via email during the Q&A Period as outlined in Section 1.6, Anticipated Procurement Timetable. To ask a question, potential bidders must prepare the question in writing and forward it to WCJP’s Program Director at ddonahue@wcjp.org. The potential bidder must also include the name of a representative of the potential bidder, the company name, the representative’s email address and business phone number. WCJP may, at its option, disregard any questions which do not appropriately reference an RFP provision or location, or which do not include identification for the originator of the question. WCJP will not respond to any questions submitted after **noon** on the date the Q&A period closes.

WCJP responses to all questions asked via email will be compiled into one document and ~~sent to all potential bidders by email~~ **posted on the website**. Bidder proposals in response to this RFP are to take into account any information communicated by WCJP in the Final Q&A Document for the RFP.

There is an established time period for the bidder Q&A process (as outlined in Section 1.6, Anticipated Procurement Timetable). WCJP will only answer those questions submitted within the stated time frame for submission of bidder questions, and which pertain to issues of RFP clarity, and which are not requests

for public information. **WCJP is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions.**

Should potential bidders experience technical difficulties in submitting email as outlined above, they may contact the WCJP Office at 724-658-2501 Extension 212 for guidance.

1.8 Communication Prohibitions

From the issuance date of this RFP until an actual contract is awarded to a bidder, there may be no communication concerning the RFP between any bidder that expects to submit a proposal and any employee of WCJP in the issuing office, or any other WCJP employee, or any other individual regardless of their employment status, who is in any way involved in the development of the RFP or the selection of the contractor. Bidders are not entitled to information about the amount of money available for the contract.

The only exceptions to this prohibition are as follows:

1. Communications conducted pursuant to Section 1.7, Email Q&A Period;
2. As necessary in any pre-existing or on-going business relationship between WCJP and any bidder that could submit a proposal in response to this RFP;
3. As part of any bidder interview process or proposal clarification process initiated by WCJP, which WCJP deems necessary in order to make a final selection;
4. If it becomes necessary to revise any part of this RFP, WCJP will send those revisions, amendments, etc. to all potential bidders via email; and
5. Any request for public record information made through the WCJP Office.

WCJP is not responsible for the accuracy of any information regarding this RFP that was obtained or gathered through a source other than the Q&A process described in this RFP. Any attempts at prohibited communications by bidders may result in the disqualification of those bidders' proposals.

SECTION 2. BIDDER EXPERIENCE AND QUALIFICATIONS

Bidders' proposals must address all the following minimum qualifications as well as organizational and staff experience and capabilities:

2.1. Mandatory Bidder Qualifications

WCJP will only consider proposals from bidders with a minimum of 3 years experience developing and implementing similar programs.

2.2 Organizational Experience and Capabilities

In order to be considered for the contract expected to result from this RFP, WCJP requires that interested bidders provide names and contact information for at least three entities for which they have performed similar projects in the past 3 years.

2.3 Staff Experience and Capabilities

The bidder must demonstrate significant expertise by assigning staff to key leadership roles for this project. The vendor must, at minimum, identify by position and by name those staff they consider key to the project's success and include resume(s) of key staff expected work on the project. (At minimum, key staff identified must include a project manager.)

Bidders who do not meet all of the above experience and qualifications will be disqualified from further consideration for contract award.

SECTION 3. SCOPE OF WORK & SPECIFICATIONS OF DELIVERABLES

3.1 Scope of Work

The proposal must show that each of the following program content requirements is included and must describe the strategies, methodologies, or means that the contractor will employ to perform or deliver the services included in the scope of each of the program content requirements:

3.1.1 PROGRAM ENROLLMENT REQUIREMENTS

The contractor must ensure that all participants enrolled into the program are drug-free at program entry. At least 85% of participants must have high school diplomas or GEDs at the time of enrollment in the program. All other program enrollment pre-requisites must be identified in the proposal.

3.1.2 APPRENTICESHIP PROGRAM AWARENESS

The contractor must provide career awareness of all regional apprenticeship programs in the local area including: pre-requisites, entrance exam requirements, length of program, curriculum topics, job vacancies in the area, wages (entry-level to journeyman), etc.

3.1.3 LENGTH OF PROGRAM

The program must be at least 8-weeks in length and provide at least 25-hours of instruction weekly including both classroom and contextual learning. Training must be pre-apprenticeship in nature and expose participants to a variety of trades that will suit them for entry into local unions and/or the building and construction field. Specifically, programs' curriculum should address topics such as the following; carpentry, drywall, electrical, HVAC, masonry, insulating, painting, plumbing, and construction craft labor. Practical math instruction relative to construction and apprenticeship employment requirements should also be included.

3.1.4 PROGRAM CURRICULUM

The program must use a curriculum that is appropriate for the trade or industry, one that has been recognized nationally and/or locally and is aligned with industry standards of practice. Programs must also provide certification training in OSHA general industry safety or construction industry.

3.1.5 GED PREPARATION FOR HIGH SCHOOL DROP OUTS

The program must provide pre-GED and/or GED instruction in addition to the 25-hours of instruction. Participants without a High School Diploma will be expected to be enrolled in this service and the program design should allow these participants to pursue their GED concurrently with their trade skills.

3.1.6 PARTICIPANT PROGRAM EXIT INFORMATION

The contractor must provide the WCJP information about an individual's labor force status at the time his or her participation in the project ends.

3.2 **Administrative Structures – Proposed Work Plan**

Bidders are to include, at a minimum, the following administrative structures and research methodology for the proposed work plan. The bidder shall:

- 3.2.1. State the key objectives of the proposed project. [Note: Bidders are advised to refrain from simply restating the objectives as identified in Section 1.5 of this RFP.];
- 3.2.2 Provide a current organizational chart (including any subcontractors) and specify the key management and administrative personnel who will be assigned to this project; and
- 3.2.3. Provide a timeline for each component of the scope of work and the project overall, including the staff hours for personnel involved. Include a Table of Organization (including any subcontractors) and a chart showing the number of hours devoted to the project by bidder or subcontractor staff. The bidder must provide the percentage of time each key management person will devote to the project.

3.3 **Specifications of Deliverables**

The contracted services shall include, but may not be limited to, the following areas:

The proposal must describe clearly how the following outcomes will be achieved, as a direct result of participation in the project. A participant, who completes the project successfully, will be able to:

- 3.3.1 Compute or solve mathematical problems and read, write, and speak English at a level necessary to function in the workplace;

- 3.3.2 Demonstrate the ability to apply basic mathematical and communications skills correctly in the performance of specific occupation related tasks or in common workplace situations;
- 3.3.3 Attain, or show progress toward completing the requirements for, a high school diploma;
- 3.3.4 Prove the ability to successfully complete practical exercises that require the application of reasoning, creative thinking, learning, and decision making skills to the solution of an occupational or work place related problem;
- 3.3.5 Show the ability to work successfully with others in practical exercises that require a team approach to the solution of an occupational or work place related problem and that involve the application of leadership, negotiation, and teaching skills; and,
- 3.3.6 Display positive work habits, attitudes, and behaviors such as punctuality, regular attendance, presenting a neat appearance, getting along and working well with others, exhibiting good conduct, following instructions and completing tasks, accepting constructive criticism from supervisors and co-workers, showing initiative and reliability, and assuming the responsibilities involved in maintaining a job.

3.4 Project Performance Measures

West Central Job Partnership will evaluate the overall performance of the project by applying the following measurements:

- 3.4.1 90 percent of the participants without high school diplomas at the time of enrollment must have their GED at program exit.
- 3.4.2 At least 85 percent of training participants must successfully complete the pre-apprenticeship training program. Eighty-five percent of those that complete the pre-apprenticeship training should be employed full-time or enrolled in a certified apprenticeship within 45- days of training completion. For the purposes of this RFP, the term "employment" includes entry into the armed forces, entry into a registered apprenticeship program, and self-employment. To receive credit for placement in employment, the former participant must be employed for at least twenty hours per week, and the employment must be "unsubsidized"; *i.e.*, not financed or supported, in whole or in part, by funds provided or authorized under any public act, law, or statute.

SECTION 4 CONDITIONS AND OTHER REQUIREMENTS

Through this section of the RFP, WCJP notifies bidders seeking award of a contract of certain conditions and requirements which may affect their eligibility or willingness to participate in any procurement process; or their eligibility to be awarded a contract; and of requirements that would be in effect should they be awarded a contract.

4.1 Interview

Bidders submitting proposals may be required to participate in an in-depth interview as part of the evaluation process. The interview, if necessary, may include individuals from WCJP, or members of the Training Review Committee, as appropriate. WCJP reserves the right to select from responding bidders for interviews and may not interview all bidders submitting proposals. The bidder shall bear all costs of any scheduled interview.

4.2 Start Work Date

The selected bidders must be able to begin work no later than seven (7) working days after notification the bidder was selected for the project. The selected bidder will be notified by WCJP when work may begin. **Any work begun by the successful bidder prior to this notification will NOT be reimbursable by WCJP.**

4.3 Proposal Costs

Costs incurred in the preparation of this proposal are to be borne by the bidder, and WCJP will not contribute in any way to the costs of the preparation. Any costs associated with interviews will also be borne by the bidder and will not be WCJP's responsibility. (see Section 4.2).

4.4 Trade Secrets Prohibition; Public Information Disclaimer

Bidders are prohibited from including any trade secret information in their proposals in response to any WCJP procurement efforts. WCJP shall consider all proposals voluntarily submitted and shall be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record.

All proposals and any other documents submitted to WCJP in response to this RFP shall become the property of WCJP. This RFP and, after formal announcement by WCJP of the results of the RFP project (e.g., notices provided to responding bidders regarding bidder selection, notice of project cancellation, etc.), any proposals submitted in response to the RFP are deemed to be public records. For purposes of this section, "proposal" shall mean both the research and the proposal budgets (if opened by WCJP) submitted by the bidder, any attachments, addenda, appendices, or sample products.

Any proposals submitted in response to this or any WCJP RFP which make claims of trade secret information shall be disqualified from consideration immediately upon determination that such unallowable claim has been made.

4.5 Conditions Governing the Response

- 4.5.1 No funds are committed because of and no contract is implied by the advertisement of issuance of the RFP or by the acceptance or evaluation of any response to this RFP.
- 4.5.2 If it becomes necessary to revise any part of the RFP, an amendment will be issued to all organizations and individuals that received the basic RFP.

- 4.5.3 The contents of any proposal submitted become contractual obligations, if a contract is entered into.
- 4.5.4 Proposals that do not follow the format prescribed in Section 5 of this RFP will not be considered.
- 4.5.5 Proposals should be prepared simply and economically and should provide a straightforward, concise description of the services to be provided and the provider's ability or potentiality to perform those services satisfactorily. Elaborate presentations, beyond that sufficient to produce a complete and effective proposal, are not desired.
- 4.5.6 Proposals sent by mail must be postmarked not later than the time and date specified in the cover letter that accompanies this RFP. Hand delivered proposals must be received no later than the time and date specified in the cover letter and will be time and date stamped when delivered. Late proposals will not be considered, regardless of the reason.
- 4.5.7 The proposal must be addressed to: Program Director, West Central Job Partnership, 44 South Beaver Street, New Castle, Pennsylvania, 16101, and must be clearly and prominently labeled with the RFP Number. (See the cover letter or the title page of this RFP for the correct number.)
- 4.5.8 The proposal must be separated into two parts, a TECHNICAL PLAN and a FINANCIAL PLAN. The TECHNICAL PLAN and the FINANCIAL PLAN must be submitted in separate packages that are glued, taped, stapled, or otherwise physically closed securely. The outside of each package must be clearly and prominently labeled indicating whether it contains the TECHNICAL PLAN or the FINANCIAL PLAN and showing the RFP Number.
- 4.5.9 One original and five copies and one CD copy of the TECHNICAL PLAN; and one original and five copies and one CD copy of the FINANCIAL PLAN must be submitted. The original and each copy must be clearly and prominently labeled indicating whether it is a TECHNICAL PLAN or a FINANCIAL PLAN and showing the RFP Number.
- 4.5.10 All cost or price data related to the proposal must be kept separate from the TECHNICAL PLAN. Failure to meet this requirement will result in automatic disqualification of the proposal.
- 4.5.11 An official authorized to bind the entity submitting the proposal to its provisions must sign the proposal.
- 4.5.12 The proposal must remain valid for a period of at least ninety (90) calendar days from the date of submission.
- 4.5.13 The qualifications of the entity submitting the proposal and all information and assurances provided in the proposal are subject to verification by the issuing agency.
- 4.5.14 The contents of proposals submitted in response to an RFP remain confidential until the

proposal is mutually agreed upon and becomes part of a duly executed contract.

- 4.5.15 The primary consideration in the selection process will be the submitting entity's demonstrated ability or potentiality to perform successfully under the terms and conditions of this RFP and any resultant contract.
- 4.5.16 Specific aspects of a proposal may require clarification during the evaluation process. All changes, however, must be in the nature of clarification; and, proposals may not be materially altered nor added to during the evaluation process.
- 4.5.17 All proposals received become the property of West Central Job Partnership, Inc. and will not be returned.

4.6 Subcontractor Identification

Any bidder proposing to use a subcontractor for any part of the work described in the RFP must clearly identify the subcontractor and their tasks in their proposal. The decision to subcontract may not be made after a proposal has been submitted. The proposal must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

- 4.6.1 The subcontractor's legal status, federal tax ID number, and principle business address;
- 4.6.2 The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations;
- 4.6.3 A complete description of the work the subcontractor will do;
- 4.6.4 A commitment to do the work, if the bidder is selected;
- 4.6.5 A statement that the subcontractor has read and understands the RFP, the nature of the work, and the requirements of the RFP.

Successful bidders will be required to monitor the performance of subcontractors at regular intervals. The review must include programmatic and fiscal aspects of the services delivered by the subcontractor. Administrative reviews must be conducted at least once during the contracted period. Successful bidders must maintain written monitoring reports of subcontractor reviews.

4.7 Monitoring of Contracts

WCJP may perform on-site visits, both announced and unannounced, to monitor contractor performance and to determine if the terms and conditions of the contract are being met. For the purpose of verification, the successful bidder must permit authorized agents of WCJP to inspect all documents and records pertaining to the contracted services and to interview the contractor's staff performing said services.

4.8 Termination of Contracts

All contracts and subcontracts pertaining to this RFP will contain a termination clause that allows termination for cause (*e.g.*, unacceptable contractor performance), lack of an appropriation of funds, and for convenience by the issuing agency, if appropriate. This clause will include the manner by which the termination will be effected and the basis for settlement.

4.9 Mandatory Disclosure of Work Location

Proposals must explicitly state the location(s) (city, state/province, country) where work described in this RFP would be performed, whether by the successful bidder or by any subcontractors.

4.10 Bidder Selection Restriction

Any bidder deemed not responsible, or submitting a proposal deemed not to be responsive to the terms of this RFP, shall not be awarded the resulting contract.

4.11 Required Bidder Information

WCJP requires the following information on bidders who submit proposals in response to any procurement opportunity in order to facilitate the development of the contract with the successful bidder:

- 4.11.1 Bidder's Name (legal name of the bidder – person or organization – to whom contract payments would be made.)
- 4.11.2 Bidder's Federal Tax ID Number or Social Security Number
- 4.11.3 Bidder Corporate Address
- 4.11.4 Bidder Remittance Address (if different from the Corporate address)
- 4.11.5 The name, title, address, phone number and email of the bidder's representative/contact person authorized to answer questions on the proposal and address contractual issues
- 4.11.6 Sample of survey conducted in the past

Bidders must provide the required information on their letterhead as the opening page of their proposal, with the exception of the survey sample. It is to be provided as an attachment. It is mandatory that the information provided is certified with an original signature, in blue ink, from a person with authority to represent the bidder.

WCJP reserves the right to reject any proposal if this information is not provided fully, accurately, and by the deadline.

SECTION 5 PROPOSAL FORMAT & SUBMISSION

5.1 Proposal Submission Information

WCJP requires proposal submission in both paper and electronic format. The proposal must be prepared and submitted in accordance with instructions found in the Section. The proposal must be comprised of:

- **5 paper copies (one signed original and four copies) and one CD copy of the Technical Plan;**

AND

- In a sealed, separate envelope, **5** paper copies (**one signed original** and **four copies**) and one CD copy of the Financial Plan.

Bidders' total proposal submissions (both the Technical Plan and Financial Plan in all required copies) must be received by WCJP complete no later than **12:00 noon on July 31, 2009**. Faxed or e-mailed submission will not be accepted.

Proposals must be addressed to:

**West Central Job Partnership
44 South Beaver Street
New Castle, PA 16101
ATTN: Proposal Review Team**

Bidders' original Technical Plan proposal and Financial Plan (proposed budget) must contain all the information and documents specified in Section 5.2, "Format for Organization of the Proposal." All copies (both paper and CD) of the original proposal must include copies of ALL information, documents, and pages in the original proposal.

Along with the Technical Plan, the bidder must submit the Financial Plan in a separate, sealed envelope/package labeled: **"NOTE: DO NOT OPEN. RFP PROPOSAL FINANCIAL PLAN ENCLOSED FOR TECHNICAL PLAN, SUBMITTED BY [BIDDER'S NAME HERE]."**

The CD copy of the Technical Plan proposal must include all components of the Technical Plan proposal, including any required or voluntary attachments to it. The CD copy of the Financial Plan must include all budgetary items that are necessary to complete the requested services. **The CD containing the Financial Plan must be submitted in the sealed envelope containing the hardcopy Financial Plan.** Both CDs must be labeled with the bidder's name, the RFP name and number, and the proposal submission date of proposal due date, at minimum. The requested CDs will be used by WCJP for archiving purposes and for fulfillment of Public Records Requests, and failure to include them or to properly label them may, at WCJP's discretion, result in the rejection of the bidder from any consideration.

All proposal submissions must be received, complete, at the specified address, vial mail or hand delivery by the specified date and time. Materials received separately from a bidder's proposal submission (*e.g.* letters of recommendation from past customers of the bidder's services) will not be added to the proposal nor considered in the review and scoring process. Materials received after the date and time as stated above will not be included in any previous submissions, not will be considered. WCJP is not responsible for proposals incorrectly addressed or for proposals delivered to any location other than the address specified above. No confirmation of mailed proposals will be provided.

Submission of a proposal indicates acceptance by the bidder of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between WCJP and the bidder selected. The successful bidder will be expected to enter into contract negotiations with WCJP. A Master Agreement will be executed by and between WCJP and the successful bidder, which sets forth the standard conditions and requirements that each party formally agrees to accept and by which each party agrees to be bound.

A sample copy of the Master Agreement is found in **APPENDIX 7.1** to this RFP. Since the Agreement contains terms that affect the deliver of contracted services, interested parties should read it carefully before preparing a proposal. The attached Agreement is provided for information purposes only and should **not** be signed and returned with the proposal.

5.2 Format for Organization of the Proposal

A. Overall Proposal Organization

Proposals must contain the following components in the order described below. Any other information thought to be relevant, but not applicable to a specific RFP section number/letter must be provided as an appendix to the proposal and so marked. WCJP reserves the right not to review submitted appendices which includes information/materials not required in the RFP. All pages beyond Section 1 shall be sequentially numbered.

The bidders' proposal **must contain the following components**, at a minimum. Wherever appropriate, sections/portions of the bidder proposal make reference by section number/letter to those RFP requirements to which they correspond.

Bidders **must** organize their proposals in the following order:

Section I

- Transmittal Letter (Appendix 7.2 of this RFP)
- Vendor Required Information (Section 4.11)

Section II

- Management Summary - In a one-page summary, present a clear and concise description of your proposed project. Provide the evaluators with sufficient information to enable them to determine what the project intends to accomplish and how the project will accomplish it.

Section III

- Scope of Work and Specifications of Deliverables (Section III)
- Prior Experience
Relate prior experience that demonstrates your ability or potentiality to successfully conduct or perform the activities or services proposed.

If applicable, include a general description of:

- a. activities conducted or services provided by you or your organization that are the same or highly similar to those requested and/or
- b. your personal or your organization's experience in serving individuals having the same or similar characteristics as the participants described in the Scope of Work – Section III.

Provide the names, addresses, and phone numbers of at least three (3) organizations and/or individuals that would be familiar with the quality of your work. If available, you may attach documentation received from other organizations or from former project participants expressing satisfaction with your performance.

□ **Organizational Summary**

Describe your organization. Indicate the form of organization under which you do business or conduct operations (*e.g.*, a unit of local government; a Federal or state government agency; a local public educational agency; a private or public post-secondary education institution; a labor union, business association, or labor/management organization; a for-profit corporation, partnership, or sole proprietorship; or, a not-for-profit social service organization).

List the address of the principal administrative or business office.

Describe the principal purpose of the organization, and list the primary activities in which it routinely engages.

State the number of years your organization has been engaged in the performance of its primary activities.

State the total number of persons regularly employed, both hourly and salaried, by your organization.

Attach an organizational chart that outlines and identifies the management structure of your organization.

If applicable, list all current licenses, permits, certifications, or accreditations that relate to your organization's purpose and activities.

Section IV - Required Attachments:

- Financial Statement - Submit one complete copy of the most recent certified audit of your financial statements.

- or -

If your financial statements have not been audited, attach a written statement, dated and signed by a certified public accountant, attesting that your internal financial control structure has been examined and noting matters involving the internal control structure, if any, that might reasonably be considered as material weaknesses.

- Signatory Authority

If an individual has been authorized to enter into contracts on behalf of a corporation and he or she is not the President, Vice-President, Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer of the corporation; attach:

(1) a copy of the corporate resolution or by-laws that authorizes the individual to sign on behalf of the corporation **or**

(2) a notarized statement, presented on the organization's letterhead and signed by the President or Vice-President **and** the Secretary or Treasurer of the corporation, authorizing that individual to sign all documents relative to this proposal and all contract agreements and amendments on behalf of the contractor.

If an individual has been authorized to enter into contracts on behalf of a partnership, attach:

(1) a copy of the minutes of partners' meeting at which the individual was formally authorized to sign on behalf of the partnership **or**

(2) a notarized statement presented on the organization's letterhead authorizing that individual to sign all documents relative to this proposal and all contract agreements and amendments on behalf of the contractor. The statement must indicate if the individual authorized to sign is a general or limited partner and must be signed by all partners.

- Agency Information Form – complete and attach the "Agency Information Form" found in **APPENDIX 7.3** of this RFP. Attach the same form completed, signed, and dated by each subcontractor proposed.

If you or any subcontractor are unable to certify to any of the listed conditions attach a detailed explanation of the circumstances which prevent you or your subcontractor from doing so.

- Certification Regarding Debarment, Suspension, and Eligibility - Attach written certification that your organization is not presently debarred, suspended, proposed for debarment, or declared ineligible from participation in this transaction by any Federal department or agency. Use the "*Certification Regarding Debarment, Suspension, and Eligibility*" found in **APPENDIX 7.4**. Attach separate certifications signed by each subcontractor proposed.
- Lobbying Certification Form - Attach written certification that no federal appropriated funds have or will be paid for the purpose of lobbying and disclose any and all lobbying activities pursuant to the awarding of this contract. If you have not been involved in any lobbying activities, the "*Lobbying Certification Form*" found in **APPENDIX 7.5.1** should be signed, dated, and submitted. If you have been involved in any lobbying activities, complete and submit the "*Lobbying Disclosure Form SF-LLL*" also found in **APPENDIX 7.5.2**. Attach separate certifications signed by each subcontractor proposed.

- Drug Free Workplace Requirements Certification - Individuals or organizations submitting proposals to provide Federal- or State-funded activities or services must complete, execute, and submit the "*DRUG FREE WORKPLACE REQUIREMENTS CERTIFICATION*" found in **APPENDIX 7.6**.
- Equal Opportunity Assurance - Individuals or organizations submitting proposals to provide Federal- or State-funded activities or services must execute, and submit the "*EQUAL OPPORTUNITY ASSURANCE*" document found in **APPENDIX 7.7**.

B. Financial Plan

Five (one signed original and four copies) copies and one CD of the Financial Plan must be submitted in a separate, sealed envelope, and labeled: "NOTE: DO NOT OPEN, RFP PROPOSAL FINANCIAL PLAN ENCLOSED FOR RESEARCH STUDY, SUBMITTED BY (Bidder's Name Here)."

APPENDIX 7.8 to this RFP contains a fill in the blanks format you must follow to complete the FINANCIAL PLAN part of the proposal. Follow the format exactly.

Costs shown in the Budget Summary must reflect the total actual cost of the proposed project, including both programmatic and administrative costs. Program costs include those expenditures incurred in the performance of services which involve or are of direct benefit to participants in the project. Administrative costs are those expenditures incurred as a result of managing project resources and which cannot be charged directly to the performance of services to project participants.

There is no prohibition against a for-profit business earning a profit or a not-for-profit organization obtaining program income as a direct result of providing the services requested in this RFP; however, the amount of profit or program income must be clearly identified in the Budget Summary as part of the total project cost. The persons charged with the responsibility for selecting a proposal are required to determine whether or not the amount of profit or program income is reasonable in relation to the overall cost of the project.

The Budget Summary must show the amount of funds to be contributed, in cash or in-kind, by the contractor and/or other entities to pay the total cost of the project, as well as the amount of funds requested from the issuing agency.

The Budget Detail must be completed in its entirety. Even though tuition or some other form of payment per participant may be negotiated and finalized after a proposal is selected, the persons charged with the responsibility for selecting a proposal are required to determine whether or not the overall price is reasonable. To make this determination, they must have the cost detail showing how the price was determined.

Budget items and the costs thereof are subject to negotiation and modification prior to final award of a contract.

Once a contract between the contractor and WCJP has been executed, the contractor may not incur any project expense which is out of compliance with the approved FINANCIAL PLAN, or any subsequent bilateral modification thereto, without prior approval by the issuing agency. Misappropriation of project funds is grounds for termination of the contract and the return of those funds to WCJP.

SECTION VI CRITERIA FOR PROPOSAL EVALUATION AND SELECTION

WCJP will contract with a bidder that best demonstrates the ability to meet requirements as specified in this RFP. Bidders submitting a response will be evaluated based on the capacity and experience demonstrated in the Research Proposal and Proposal Budget. All proposals will be reviewed and scored by a Proposal Review Team comprised of staff from WCJP and other Steering Committee members. Bidders should not assume that the Proposal Review Team members are familiar with any current or past work projects with WCJP. Proposals containing assumptions, lack of sufficient detail, poor organization, lack of proofreading, and unnecessary use of self-promotional claims will be evaluated accordingly.

Any proposals not meeting the stated requirements within this RFP will not be scored or may be held pending receipt of required clarifications. The Proposal Review Team reserves the right to reject any and all proposals, in whole or in part, received in response to this request. The Proposal Review Team may waive minor defects that are not material when no prejudice will result to the rights of any bidder or to the public.

6.1 General Factors Affecting the Selection of a Contractor

The issuing agency desires to make awards only to an organization or an individual that has the ability to perform successfully under the terms and conditions of a proposed contract. For this reason, demonstrated performance is the primary consideration in selecting a contractor.

The issuing agency considers the following factors in making written determinations of demonstrated performance:

- 6.1.1 The contractor has an understanding of the needs that the proposal seeks to satisfy and a familiarity with various methods or means for meeting those needs.
- 6.1.2 The contractor's proposal contains defined objectives which relate to meeting identified needs and against which the contractor's performance can be measured and verified.
- 6.1.3 The activities or services proposed by the contractor flow directly from the stated needs and objectives and demonstrate the contractor's capability to meet the project design framework requirements, achieve the project outcomes, and implement the project elements specified in Section IV of this RFP.

- 6.1.4 The contractor has sufficient staff to perform the required service satisfactorily, and the assigned staff members possess the requisite technical skills needed to perform the work in a satisfactory manner.
- 6.1.5 The contractor, during the life of the project, has control of physical facilities that are appropriate and adequate for the satisfactory performance of the proposed project.
- 6.1.6 The contractor has a past record of conducting or performing similar activities or services successfully.
- 6.1.7 The contractor is a legal entity authorized to conduct business under the laws of the Commonwealth of Pennsylvania and established for the purpose of conducting activities or performing services similar to those requested and is located, staffed, and structured to provide adequate management oversight.
- 6.1.8 The contractor is a legal entity authorized to conduct business under the laws of the Commonwealth of Pennsylvania and established for the purpose of conducting activities or performing services similar to those requested and is located, staffed, and structured to provide adequate management oversight.
- 6.1.9 The contractor has an accounting and property management system adequate to manage and safeguard the funds, property, and other assets associated with the proposed project.
- 6.1.10 The contractor is in compliance or has provided assurances of compliance with all applicable laws, regulations, orders, and rulings relative to or applicable in the administration and operation of the proposed project.
- 6.1.11 The contractor's proposed cost or price for the conduct of the project is reasonable.

6.2 The Selection Process

- 6.2.1 Upon receipt, each proposal received will undergo an initial review and evaluation by the WCJP staff.

The initial evaluation criteria outlined in **APPENDIX 7.9** will be applied to each proposal received. Proposals not meeting any one of the initial evaluation criteria may be rejected without further review and evaluation.

- 6.2.2 The **TECHNICAL PLAN** from each proposal that meets the initial evaluation criteria will be forwarded to the proposal review team, consisting of members or authorized representatives of the local Workforce Investment Board, for review and evaluation using the technical evaluation questions in **APPENDIX 7.9**.
- 6.2.3 To ensure that performance of the provider and not the price or cost of the proposal is the primary consideration in the selection process, the **FINANCIAL PLAN** from each proposal

that meets all of the initial evaluation criteria will be forwarded to WCJP's fiscal staff for separate review and evaluation.

- 6.2.4 WCJP's fiscal staff will reveal their comments and recommendations concerning the FINANCIAL PLAN to the proposal review team after the TECHNICAL PLAN has been reviewed and evaluated.
- 6.2.5 Upon completion of its evaluations and after reviewing the comments and recommendations of the fiscal staff regarding the project cost or price, the proposal review team will determine and present its recommendations regarding the selection of a contractor or contractors to the local Workforce Investment Board for final approval or disapproval.
- 6.2.6 At the direction of the local Workforce Investment Board, and prior to final award of a contract, issuing agency staff may work with potential contractors to amend or clarify project activities and budgets.

NOTE: WCJP is under no obligation to issue a contract as a result of this solicitation if, in the opinion of WCJP and the proposal review team, none of the proposals are responsive to the objectives and needs of the agency. WCJP reserves the right to not select any bidder should WCJP decide not to proceed.

MASTER AGREEMENT

Appendix 7.1

VENDOR AGREEMENT NO. _____

BETWEEN

WEST CENTRAL JOB PARTNERSHIP A
44 South Beaver Street N
New Castle, PA 16101 D

Contact: Debra J. Donahue

Contact: _____

Telephone: (724) 658-2501

Telephone: (_____)_____

Federal I.D. # 25-1532141

Federal I.D.# _____

The undersigned parties agree to be legally bound by all terms and conditions set forth in this Vendor Agreement consisting of nineteen pages and incorporated items. Signatures below indicate receipt of a copy of this agreement.

SAMUEL J. GIANNETTI
Authorized Agent - WCJP

* Authorized Agent - Agency

Director of Workforce Development
Title

Title

Signature

Date

Signature

Date

WHEREAS, WCJP has received a grant from the Commonwealth of Pennsylvania for the Workforce Investment Act of 1998, hereinafter referred to as "WIA", and

WHEREAS, the purpose for WCJP is to establish programs to prepare youth and unskilled adults for entry into the labor force and to afford job training to economically disadvantaged persons and other persons facing serious barriers to employment who need training to obtain productive employment; and

WHEREAS, the AGENCY employs personnel who are possessed of special professional experience and expert skill in the field of educational and vocational training; and

WHEREAS, WCJP desires to employ the professional services of the AGENCY in connection with the WIA program, which program shall be under the direction, supervision and control of the Administration of WCJP, hereinafter referred to as "ADMINISTRATOR".

WHEREAS, it is intended that this Vendor Agreement, and any Vendor/Addendum for the current year, together with the current year's Budget Summary attachment and any schedules thereto shall constitute the Contract between the parties.

*Documentation to certify individual may sign on behalf of the Agency:



Table of Contents

| | |
|---|----|
| Signature Page..... | 01 |
| Table of Contents..... | 02 |
| Restrictions and Disbursements..... | 03 |
| Definitions..... | 03 |
| Record and Reports..... | 03 |
| DOL/PDL & I Requirements..... | 04 |
| Conflicts of Interest..... | 05 |
| Discrimination..... | 05 |
| Health & Safety..... | 05 |
| Copyrights..... | 06 |
| Political Activities..... | 06 |
| Lobbying..... | 06 |
| Use of Property..... | 06 |
| Buy American Act..... | 07 |
| Taxes..... | 07 |
| Integration and Indemnification Clauses..... | 07 |
| Conditions of Employment..... | 08 |
| Compliance with Laws..... | 08 |
| Standards of Work..... | 08 |
| Agency Requirements..... | 08 |
| Audit Requirements..... | 08 |
| Payment of Interest..... | 08 |
| Sectarian Activities..... | 08 |
| Debarment/Suspension/Tax Status..... | 09 |
| Americans with Disabilities Act (ADA) Requirements..... | 09 |
| General Requirements..... | 09 |
| Signature Authority..... | 10 |
| Drug Free Workplace Act Requirements..... | 11 |
| Rights and Audit Requirements..... | 11 |
| Amendment Procedures..... | 11 |
| Dispute Resolution..... | 11 |
| Violations of Law..... | 11 |
| Compensation..... | 12 |
| Equipment and Supplies..... | 12 |
| Allocation of Funds in Excess of Agency Requirements..... | 12 |
| Scope of Service..... | 12 |
| Time of Performance..... | 12 |
| Promotional Materials..... | 13 |
| Subcontracts..... | 13 |
| Termination of Agreement..... | 13 |
| Termination Procedures..... | 13 |
| Term of Vendor Agreement..... | 14 |
| Grievance Procedure..... | 15 |
| Performance Stipulations..... | 15 |
| Individual Classroom Training..... | 16 |
| Youth Programs..... | 16 |
| General Assurances..... | 17 |
| Equal Opportunity Assurance..... | 19 |

THEREFORE, the parties do agree and covenant as follows:

- I. WCJP does engage the services of AGENCY, and AGENCY agrees to render such service and devote the best ability of its personnel; to the reasonable satisfaction of WCJP.
- II. **Federal/State Minimum Requirements** - The following conditions take precedence over any conflicting conditions in this Agreement:
 - A. **Restrictions and Disbursements** - No money under this agreement shall be disbursed by WCJP to the AGENCY except pursuant to a written Contract which incorporates the applicable Supplementary General Conditions and unless the AGENCY is in compliance with WCJP and United States Department of Labor (DOL) requirements with regard to accounting and fiscal matters to the extent they are applicable.
 - B. **Definitions** - As used in this Agreement:
 - (1) AGENCY means that entity, whether public, private, private not for profit or quasi municipal which has the responsibility for administering a project or activity.
 - (2) CONTRACTOR means an entity, other than an AGENCY (except as noted in the Labor Standards Provisions) that furnishes WCJP or the AGENCY, services or supplies other than standard commercial supplies, office space or printing services.
 - (3) AREA means the area of Lawrence and Mercer Counties, with specific emphasis to be placed on participants.
 - (4) DOL means the Secretary of the United States Department of Labor or a person authorized to act on his/her behalf.
 - (5) The term CONTRACT OFFICER means the person executing a contract of behalf of WCJP or the authorized representative of the CONTRACT OFFICER acting within the limits of his/her authority.
 - (6) PROGRAM means the training, educational, supportive and other related services available through WCJP as a result of the Workforce Investment Act approved by DOL as the same may, from time to time, be amended.
 - (7) GOVERNOR means the chief executive officer of Pennsylvania.
 - C. **Records and Reports**
 1. The AGENCY shall maintain records according to standards which are now or may in the future be imposed by WCJP, DOL, the Governor, and/or the Pennsylvania Department of Labor and Industry with respect to all matters relating to this agreement. Such records include, but are not limited to, all payroll and attendance records, invoices, contracts and subcontracts, and vouchers. Except as otherwise authorized or directed by WCJP all records shall be maintained for five (5) years from the last day of WCJP's program year which the date of final payment of funds is made. Records for non-expendable property shall be maintained for five (5) years after property disposition. Trainee attendance records shall be stored for five (5) years from the last day of WCJP's program year which the date of final payment of funds is made. If the agency closes for any reason, all records and reports will be returned to WCJP prior to the final close of business.

2. AGENCY agrees that the Comptroller General of the United States, DOL, WCJP or duly authorized agents of these shall during the period as stated in C.1, above or as otherwise specified have access to the right to copy and examine books, documents, papers and all records of AGENCY involving transactions related to the Agreement. The records will be retained beyond the stipulated time in C.1, above in any litigation or audit is begun or a claim is instituted involving the grant or agreement covered by these records. Such records will be retained until the matter involved and disposition is agreed to by WCJP.

The AGENCY agrees to the right of these parties or authorized agents thereof to audit, examine, make excerpts and transcripts of all subcontracts, invoices, materials, payrolls, personnel record, conditions of employment, and all other data deemed necessary to matters relating to this Agreement.

3. AGENCY agrees to on-site visits by WCJP, its authorized agents or other designates to monitor progress or conditions of this Agreement. Such agents shall be permitted to verify that all provisions of the Agreement are being met and may interview recipients of services as well.
4. AGENCY agrees to maintain accurate program and financial data as required by WCJP, the Pennsylvania Department of Labor and Industry, and/or its authorized designates, including the reporting of all deaths, injuries, industrial accidents or diseases and substantial property damage which occur on or as a result of programs or services under this Agreement.
5. AGENCY agrees that it will provide in all subcontracts relating to this Agreement that the Contractor agrees that: "the Comptroller General, DOL, or WCJP or duly authorized agents shall, until three (3) years past final payment have access to and the right to examine and copy any books, documents, invoices, papers and records relating to the transactions involving this Agreement which the agents above deem necessary and when notified by such agents will maintain such records until the disposition of any audits or claims is resolved".
6. All cost associated with this Agreement shall be documented properly, clearly identified, and readily accessible. These shall include but are not limited to: payrolls, attendance records, invoices, contracts and subcontracts, vouchers, and related papers.

D. DOL/PDL&I Requirements

1. AGENCY will comply with all requirements of the Workforce Investment Act (WIA) of 1998 Public Law 105-220, as currently in force and hereafter amended.
2. Any other contrary provisions of the Contract notwithstanding, unearned payments under this Agreement may be suspended or terminated upon refusal of AGENCY to accept additional conditions imposed at any time or if any grant under which the payment obligations of WCJP under this Contract have been budgeted or if such grant is modified, suspended, or terminated.
3. AGENCY agrees to comply with all special requirements of the law, regulations, and program requirements or administrative requirements of DOL, whether now in force or hereafter adopted.

4. AGENCY agrees to conduct its activities under the Contract in conformance also with the provisions of the Pennsylvania Department of Labor and Industry's Policy and Procedures Manual as now in force or hereafter adopted.

E. **Conflict of Interest**

AGENCY agrees with the following stipulations and will include same statement in all such contracts and subcontracts as required to complete the programs or services under this Agreement:

"Interest of Agency and Employees"

"The AGENCY covenants and warrants that no person who presently exercises any function or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, in the Agreement as provided in Regulations of the United States DOL and the Pennsylvania Department of Labor and Industry. The AGENCY further covenants and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, in WCJP, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having any conflicting interest will be employed. Any interests on the part of the Contractor or his/her employees must be disclosed to the AGENCY and WCJP. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for the employment of and participation by residents of the area."

F. **Discrimination Prohibited**

- (1) No person in the United States shall, on the ground of race, color, religion, sex, age, national origin, handicap, or political affiliation or belief be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement, nor shall any participant in WIA programs be discriminated against solely because of their status as participants. The AGENCY and each employer will comply with all requirements imposed by or pursuant to the regulations of DOL effecting Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, Title I of the Education Amendment 1972.
- (2) Affirmative Action shall be taken in regard to selection, participation, employment, training, upgrading, transfer, recruitment, advertising and compensation resulting from this Agreement.
- (3) AGENCY shall post notices by DOL in conspicuous places setting forth these provisions and in all advertisement for employment shall state such nondiscrimination policy.

G. **Health and Safety**

Appropriate standards for health and safety in work and training situations shall be maintained.

H. **Copyrights**

The AGENCY relinquishes any and all copyrights and/or privileges to the materials, developed under this Agreement, such material being the sole property of the Government. The AGENCY will not publish any materials, in whole or in part, developed under this Contract without the express authority of the Government; in the event authority is granted to publish material, in whole or in part, the material shall be identified by such phrasing as: "The material is the result of tax-supported research and such is not copyrightable. It may be freely reprinted with the customary crediting of the source."

I. **Political Activity Prohibited**

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity contrary to the provisions of the Hatch Act or to further the election or defeat of any candidate for public office.

J. **Certification Regarding Lobbying**

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or an employee of an agency, member of Congress, or an employee of a member of Congress in connection with awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities," in accordance with its instruction.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

K. **Use of Property**

Whenever Agreement funds are used in whole or in part for the purchase or construction (including rehabilitation) of property (other than office equipment, supplies, materials and personal property used for the administration of the program or any project), title to said property shall not be transferred without the approval of WCJP or DOL. No funds provided under this Contract shall be used for the construction or purchase of any property without the express prior approval of WCJP. A request to WCJP must be submitted to do so. WCJP approval of such request shall require DOL concurrence.

L. **Buy American Act**

In acquiring end products, the Buy American Act (41 U.S. Code 10 ad) provides that the Government give preference to domestic source end products. "End Products" means those articles, materials and supplies, which are to be acquired under this Contract for public use.

M. **Federal, State and Local Taxes**

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and Local taxes and duties, and the AGENCY shall be responsible to pay any such items or duties.

N. **Integration Clause**

This Contract constitutes the basic Agreement between the parties. No amendments or modification changing or eliminating its scope or terms shall have any force or effect unless it is in writing and signed by both parties.

O. **Indemnification Clause**

1. For Non-Commonwealth Entities:

The AGENCY agrees to indemnify, defend, and save harmless WCJP, its officers, agents, and employees;

- (a) from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other persons and firms or corporations or other legal entities furnishing or supplying work, services, material, or supplies in connection with the performance of this Agreement;
- (b) from any and all claims and losses occurring or resulting to any persons, firms and corporations or other legal entities who may be injured or damaged by the AGENCY in the performance of this Agreement;
- (c) against any liability including cost and expenses for violation of proprietary rights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of, any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data; and
- (d) against all audit exceptions arising from the AGENCY's violation of the terms and conditions of this Agreement.

2. For Commonwealth Entities:

- (a) Where the AGENCY is the Commonwealth within the meaning of 1 PA. C.S.A. § 2310, this indemnification clause shall not apply and the Grant Recipient shall only be liable to the extent authorized by law, and

- (b) Where the AGENCY subcontracts with any entity that is the Commonwealth within the meaning of 1 PA. C.S.A. § 2310, this indemnification clause shall not apply and the subcontractor shall only be liable to the extent authorized by the law.

P. **Conditions for Employment**

Conditions of training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant.

The program will not result in the displacement of employed workers or trainees or impair existing contracts for services or result in the substitution of Federal funds or other funds in connection with work that would otherwise be performed.

Q. **Compliance with Laws**

The AGENCY shall comply with all applicable laws and rules and regulations having the force of law which deal or relate to performance hereunder or the employment by the AGENCY of the employee necessary for such performance.

R. **Standards of Work**

The AGENCY agrees that the performance of training and services, pursuant to the requirement of this Agreement, shall conform to high professional standards and be specifically those set forth in the Vendor/Addendum.

- S. **AGENCY** will comply with all requirements imposed by DOL concerning special requirements of law, program requirements, and other administrative requirements.

T. **Audit Requirements**

The Agency, if deemed a subrecipient and meets the threshold of federal financial assistance as prescribed by the Office of Management and Budget, shall be subject to an annual audit in accordance with OMB Circular A-110, A-138, or A-133 depending upon the AGENCY type. However, WCJP may exempt the threshold and require an audit if the AGENCY has a past history of significant audit findings. If the AGENCY is subject to the above listed audit requirements separately from WCJP, the WCJP requires a copy of their annual audit performed in compliance with the applicable OMB Circular.

U. **Payment of Interest on AGENCY's Claims**

In no event shall WCJP be liable for more than simple interest on any claim found valid. Interest shall be applied only from the date of payment was due.

V. **Sectarian Activities**

In accordance with Act, the AGENCY shall not employ any participant on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.

W. **Debarment/Suspension/Tax Clause**

1. The Agency certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government. The Agency also acknowledges that if it is currently under suspension or debarment, its bid, in most instances, will not be accepted or considered, in accordance with Management Directive 215.9, Contractor Responsibility Program, and any amendments or supplements thereto.
2. If Agency enters into any subcontracts under this Agreement with subcontractors who are currently suspended or debarred by the Commonwealth or who became suspended or debarred by the Commonwealth during the term of this Agreement or any extensions or renewals thereof, WCJP shall have the right to require the contractor to terminate such subcontracts.

Agency further assures and certifies that neither it nor any other units planned for participation in the project are listed in a debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the Agreement aware of any pending action which might result in such disbarment.

3. The Agency certifies that it is current in the payment of state taxes, as well as the filing of all returns or reports for these taxes, including taxes for a period for which the Agency has filed a timely appeal.

The Agency, pursuant to Management Directive 215.10 effective October 12, 1990, agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Agency or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the Agency under this or any other contract with the Commonwealth.

X. **ADA Requirements**

The AGENCY agrees to comply with the provisions and regulations of the Americans with Disabilities Act (ADA) as amended in 1992 which prohibits discrimination based on a disability.

III. **GENERAL REQUIREMENTS**

- A. This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania, and represents (along with the Vendor/Addendum) the completed Agreement of the parties hereto, superseding all prior understandings, oral and written.
- B. Any claim or dispute arising from this Agreement shall be brought before any administrative agency for resolution, where such an administrative procedure is available, and if no such procedure is available, then the matter shall be submitted to arbitration under the rules of the American Arbitration Association and the decision shall be final.
- C. In the event that WCJP desires copies or other reproductions of materials developed by the AGENCY in the course of the furtherance of the provisions of this Agreement, the AGENCY shall furnish the items requested to WCJP for reproduction and/or furnish reproductions of the same, at cost to WCJP.

- D. WCJP reserves the right to request reasonable changes in the Scope of Services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation, shall be incorporated in written amendments to the Agreement.
- E. AGENCY may not assign any part of its interest in this Agreement without prior written consent of WCJP.
- F. AGENCY shall not be liable for loss, damage, detention or delay resulting from causes beyond its reasonable control, or from fire, strike, act of omission of any governmental authority, or riot. In the event of delay due to any such cause, the schedule of work and payment schedule will be postponed by such length of time as may be reasonably necessary to compensate for delay.
- G. Neither AGENCY, nor any of its employees, shall be construed to be employees of WCJP for any purpose whatsoever by virtue of this Agreement.
- H. The AGENCY shall obtain, at its own expense, such policies of insurance having such limits of coverage as WCJP may reasonably require, and shall provide to WCJP certificates of such insurance coverage promptly upon request.
- I. It shall be the responsibility of WCJP in conjunction with the AGENCY, to nominate persons for enrollment in the training to be conducted by the AGENCY. The AGENCY reserves the right after consulting with WCJP liaison staff, to expel any trainee who, in its sole discretion (a) does willful damage to the property of the AGENCY, or (b) is the cause of serious disruption of any of the regular activities of the training facility or of its conduct of the occupational courses provided for herein; any such expulsion by the AGENCY shall not be considered a violation of this Agreement.
- J. If at any time prior to delivery by WCJP of the final payment due the AGENCY under this Agreement or any Vendor/Addendum, whether or not this contract is terminated or expired, WCJP has in its reasonable discretion identified any costs expended by the AGENCY which are unallowable under any State or Federal Regulation, or any other payment obligation owing or to become due from the AGENCY to WCJP, then WCJP may off-set any such obligation against any monies remaining due from WCJP to the AGENCY.
- K. In the event of breach by AGENCY of any of the terms of this Agreement, as supplemented by any applicable Vendor/Addendum or additional schedules hereto, the AGENCY agrees to reimburse or pay to WCJP and to indemnify, hold harmless and defend WCJP, promptly upon demand for any costs, damage, or liability incurred or anticipated to be incurred by WCJP as a result of such breach. Such liability of the AGENCY shall expressly include, but is not limited to, the amount of any unallowable costs paid to or disbursed by the AGENCY in violation of any Federal or State program regulations or policies.
- L. **Evidence to establish authority of signer on behalf of the subcontracting agency**

Per Pennsylvania Policy & Procedures, any signer on behalf of a corporation who is not the President, Vice-President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the corporation must first present a copy of the corporate resolution or by-laws that so authorizes the individual to sign on behalf of the corporation.

Contracts with individuals doing business as a firm should be signed by the individual. Partners in a Partnership need to establish that the signing partner can bind the Partnership to the contract. Evidence required to establish the authority of a particular partner to bind the partnership, including whether the partner is a general or limited partner, shall be determined by the Workforce Investment Area and approved based on documentation presented.

M. **Drug Free Workplace Certification.**

The Agency acknowledges and agrees that it will maintain a Drug Free Workplace in accordance with the requirements of the Drug Free Workplace Act.

N. **Rights and Audit Requirements**

Those entities receiving \$25,000 or more in funds are subject to an audit and such audit plan shall be submitted by WCJP to the Department of Labor and Industry for review and approval.

The Agency will be notified in writing of the start date of the scheduled audit. Upon completion of the field work an exit interview will be held. Representatives of WCJP, including those from the Department of Labor and Industry will conduct the exit interview.

All audit exceptions must be resolved and no further contracting for funds can occur until the audit exceptions are resolved.

O. **Amendment Procedures**

1. An amendment must be issued for any changes to the terms and conditions, or costs of a contract and such amendment shall require the written approval of all parties.
2. The maximum amount of the contract must be amended when additional funds or terms increase the monetary value of the original contract.
3. All amendments must meet all of the criteria necessary for a separate contract.
4. Amendments may be requested by either party but no change to the contract is effective until written change is approved and signed by all parties.

P. **Dispute Resolution**

In matters where the Agency and WCJP do not reach mutual agreement on issues concerning this Master Agreement and subsequent Vendor/Addendums, the Agency will be able to meet or appeal to the WCJP's Chief Financial Officer or to its Solicitor at the address identified in this Master Agreement.

Q. **Violations of Law**

Violations of any laws as known to either party of this Master Agreement shall be immediately referred to:

Director of Department of Labor and Industry
Bureau of Employment Service & Training
7th and Forster Streets
Harrisburg, PA 17120

Violations may also be reported to the Inspector General's Office, Department of Labor and Industry at the above address, and/or to any other local, state or federal authority having jurisdiction.

IV. **COMPENSATION**

Except as otherwise herein provided, WCJP agrees to pay AGENCY, for the services to be rendered under the terms of this Agreement the maximum sum as indicated in the Budget Summary attachment to the Vendor/Addendum, which amount shall constitute full and complete compensation for the services rendered by AGENCY under this Agreement. Said compensation shall be paid in accordance with the Budget Summary attachment to the Vendor/Addendum and specifically made a part hereof, upon certification by the Administrator of WCJP, and acceptance by the Governing Board Chairman of WCJP. It is expressly understood and agreed that in no event shall the total compensation to be paid hereunder exceed the sum indicated in the Budget Summary attachment.

V. **EQUIPMENT AND SUPPLIES**

In the event that the AGENCY becomes incapable of performing services or does not agree to renegotiate a new Agreement for the continuation of its services for a particular project, all equipment and supplies purchased under the Agreement shall become the property of WCJP.

VI. **ALLOCATION OF FUNDS IN EXCESS OF REASONABLE AGENCY REQUIREMENTS**

WCJP reserves the right to extract at any time that portion of DOL monies which it reasonably projects will not be expended during the current fiscal year in a manner consistent with the terms of the contract and the requirements of applicable law and regulations.

VII. **SCOPE OF SERVICE**

AGENCY agrees to perform such professional services in furtherance of the terms of this Agreement, as are more particularly set forth in the Vendor/Addendum and specifically made a part hereof. AGENCY further agrees to perform such services in accordance with the Budget Summary and Training Description/Curriculum which are more particularly set forth and attached to the Vendor/Addendum.

VIII. **TIME OF PERFORMANCE**

The services of AGENCY are to commence as soon as practical upon execution of this Agreement, as determined by WCJP, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purpose of this Agreement. The Schedule of Performance is more particularly set forth in the Vendor/Addendum.

IX. PROMOTIONAL MATERIALS

AGENCY may develop promotional materials such as posters, brochures and pamphlets to maximize participation in the training by promoting public awareness and understanding of the training. In all public communications, AGENCY shall identify the training as an AGENCY and WCJP sponsored project funded by WIA.

All posters, brochures, pamphlets, news releases, advertisements, and similar promotional materials regarding the training shall be submitted with a letter requesting review and approval prior to release or distribution. If no response is received from WCJP within twenty (20) working days or receipt of said material, AGENCY may release or distribute the submitted material.

X. SUBCONTRACTS

The AGENCY shall not execute or enter into any subcontract with any person or entity in any respect concerning the training without prior written approval of WCJP. In all events the AGENCY shall be responsible for the quality and quantity of the work performed by any of its subcontractors.

XI. TERMINATION OF AGREEMENT

- A. For Cause: If, through any cause, AGENCY shall fail to perform its obligations under this agreement and in a proper and timely manner reasonably satisfactory to WCJP, or if AGENCY shall violate any of the covenants, agreements or stipulations of this Agreement, WCJP shall thereupon have the right to terminate and cancel all payment obligations of WCJP hereunder beyond those already earned by the AGENCY prior to termination, by giving written notice to the AGENCY at least two (2) days prior to the effective date of termination.
- B. For Convenience: WCJP and/or the AGENCY may terminate this Agreement at any time, giving notice of intention to do so, thirty (30) days prior to the proposed termination date.
- C. For Lack of Funds: If, through any cause, ADMINISTRATOR shall determine that there are insufficient WIA funds for the full amount of all financial commitments and anticipated costs and expenses of WCJP for the program year or other pertinent period which includes all or any part of the term of this Vendor Agreement or any Vendor/Addendum associated herewith, WCJP shall have the right to terminate this Agreement and the payment obligations of WCJP and to terminate and cancel all payment obligations of WCJP hereunder beyond those already earned by the AGENCY prior to termination, by giving written notice to the AGENCY at least ten (10) days prior to the effective date of the termination. If WCJP should be discontinued as a WIA Service Delivery Area, then WCJP shall have the right to terminate any Vendor/Addendum by giving written notice to the AGENCY at least two (2) days prior to the effective date of the termination.
- D. Termination Procedures: After receipt of a Notice of Termination, and except as otherwise directed by the Contract Officer, the AGENCY shall:

- (a) Stop work under the Agreement on the date and on the extent specified in the Notice of Termination;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - (d) Assign to WCJP, in the manner, at the times and to the extent directed by the Contract Officer, all the rights, title, and interest of the AGENCY under the orders and subcontracts so terminated, in which case WCJP shall have the right, in its discretion, to settle or pay any or all claims arising out the termination of such orders and subcontracts;
 - (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Officer, to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
 - (f) Use his/her best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contract Officer, at property of the types referred to above: Provided, however, that the AGENCY (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contract Officer; and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by WCJP to the AGENCY under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such other manner as the Contract Officer may direct;
 - (g) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
 - (h) Take such action as may be necessary, or as the Contract Officer may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the AGENCY and in which WCJP has or may acquire an interest.
- E. In the event of early Contract termination, for whatever reason, the AGENCY shall only be entitled to payments fully earned through the date of termination. The Budget Summary attachment to the Vendor/Addendum shall determine such earnings.

XII. TERM OF VENDOR AGREEMENT

The AGENCY shall perform training and related services and WCJP shall pay consideration as agreed for the period set forth in the Vendor/Addendum which shall be signed by representatives of both parties, and these covenants shall be deemed to be automatically renewed upon the same general terms and conditions herein set forth for the period or periods provided in any subsequent Vendor/Addendum hereafter signed by both parties. All other provisions of this Agreement, including but not limited to remedies for breach of contract, shall remain in force for the duration of any applicable statute of limitations.

XIII. GRIEVANCE PROCEDURE

WCJP shall maintain a grievance procedure for participants and shall conduct hearings within thirty (30) days and issue decisions within sixty (60) days after the commencement of a grievance proceeding. The AGENCY shall be entitled to receive notice and shall participate in any such proceedings. The parties further agree that they shall be bound by any final decision issued in such proceeding, or as the result of any appeal available by law therefrom, and the parties agree promptly to comply with the terms of such final order or decision.

XIV. PERFORMANCE STIPULATIONS

1. Class-Size Training

- (a) The Admissions personnel and staff of WCJP shall work in conjunction to insure that only WIA eligible applicants are selected for the training program under WIA without regard to race, color, sex, age, ethnic group or national origin.
- (b) An orientation shall be given to all participants by the authorized personnel of the AGENCY and the WIA representative of WCJP. The following shall be addressed but not limited to the curriculum of the training, program outcomes and expectations, academic policies of the school, student's obligation, financial obligation, the obligation of WIA, absenteeism, billings, transportation, and other financial matters.
- (c) It shall be the joint responsibility of the AGENCY and WCJP representative to assess the needs of the students for tutorial work or study. The assessment of the need for tutorial work shall be an ongoing process from the commencement of the training program. The AGENCY shall inform the WCJP representative immediately if there are any deficiencies while the student is enrolled in training. Remedial testing shall not be used as a screening device to eliminate participants from the training program.
- (e) It shall be the responsibility of the AGENCY to notify WCJP when a student misses three (3) consecutive days of training or has a high rate of absenteeism.
- (f) There shall be no administrative termination without prior consultation with the WCJP representative.
- (g) Outside aid received by a WIA participant enrolled in this program (e.g. student loans, VA benefits, Workstudy funds, etc.) shall not be deducted from tuition expenses.
- (h) AGENCY and WCJP shall jointly determine participants' training-related financial assistance needs and the proper mix of WIA, Higher Education Act, Title IV and other financial assistance aid funds. Further, AGENCY shall be party to an agreement with WCJP and WIA Participants, which identifies the application of WIA, HEA and other financial aid funds to the participants' training related expenses.
- (i) AGENCY agrees to assist the WCJP staff in job development and placement for all participants in said training course in permanent full-time occupation in a training related field upon completion of the course. The terms and conditions of

the Vendor Agreement and Vendor/Addendum shall be monitored and/or evaluated by the staff of WCJP.

- (j) AGENCY agrees to utilize the resources of area service providers to the greatest extent possible.
- (k) AGENCY agrees to establish a competency-based curriculum.
- (l) AGENCY will submit an invoice each month for actual program costs and will be reimbursed for such costs as specified in the Vendor/Addendum Budget Summary attachment.
- (m) An Inventory Control System shall be implemented, whereby the AGENCY will submit the following information with the appropriate monthly invoice when the purchase of equipment is involved:
 - a. Photocopy of AGENCY's invoice for property purchase.
 - b. AGENCY's check number and date of payment to the vendor.
 - c. Updated Inventory Control Card, as provided by WCJP.
- (n) Tools and/or equipment purchased under this agreement become the property of WCJP. As such, tools, and/or equipment shall not be removed from the training site without prior written approval by WCJP and the AGENCY.
- (o) AGENCY is obliged to comply with all regulations of the United States Department of Labor affecting WIA grantees as set forth in the WIA Federal Register, which regulations are hereby incorporated herein by reference, together with any additions or amendments which may be adopted hereafter, and WCJP shall promptly notify AGENCY of the adoption of any such regulations which may significantly affect AGENCY's obligations under this Agreement.

2. Individual Classroom Training

- (1) WCJP shall not be charged for any administrative costs incurred by AGENCY, and any such costs shall not be reimbursed by WCJP.
- (2) See items "a" through "j" under Class-Size Training which also pertains to Individual Classroom Training.

3. Youth Programs

AGENCY agrees to:

- (a) Provide technical direction and training and general supervision to youth participants; and
- (b) Provide all necessary office space, supplies, equipment, working tools and other facilities necessary for the training of said participants;

- (c) Submit to WCJP a progress report or grades at least quarterly on the accomplishment of each of the said participants during the period of this Agreement.
- (d) Bill WCJP as stated on the Vendor/Addendum Budget Summary Attachment, for reimbursement of actual cost incurred as a result of training. Reimbursement shall not exceed the total on the Vendor/Addendum Budget Summary Attachment.
- (e) Grant permission to members of WCJP staff to enter AGENCY's business premises at reasonable times for the purpose of interviewing participants.
- (f) Comply with all regulations of the United States Department of Labor affecting WIA grantees as set forth in the WIA Federal Register, which regulations are hereby incorporated herein by reference, together with any additions or amendments which may be adopted hereafter, and WCJP shall promptly notify AGENCY of the adoption of any such regulations which may significantly affect AGENCY's obligations under this agreement.
- (g) Recognize the right of WCJP to remove participants from AGENCY's training sites for the purpose for providing such participants with other training services which, in WCJP's sole discretion, are deemed necessary to the participant's training program. WCJP agrees to provide AGENCY with forty-eight (48) hours notice of the identity of participants to be so removed, the date and time of removal and the anticipated duration of the participants' absence from employment.

General Assurances

1. No person or employee may charge a fee for the acceptance of this agreement.
2. All educational programs for youth shall be consistent with state and Local educational standards.
3. Standards and procedures with respect to awarding academic credit and certifying educational attainment shall be consistent with applicable State and Local law and regulation.
4. Funds provided under this agreement shall not be used to duplicate facilities or services available in the area (with or without federal, state, or local reimbursement) unless the agreement establishes that alternate services or facilities would be more effective or more likely to achieve performance goals.
5. No funds available under the WIA programs may be used for contributions on behalf of any participant to retirement systems or plans.
6. Commercially available training packages, including advanced learning technology, may be purchased for off-the-shelf prices and without requiring a breakdown of cost components of the package if such packages are purchased competitively and include performance criteria.

7. Cost associated with any activity defined as nepotism are unallowable cost. No agency may hire into an administrative or staff position relatives (wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother or father-in-law, aunt, uncle, niece, nephew or step-parent or step-child) of an individual who is also employed in an administrative capacity for the AGENCY including elected or appointed officials. In the event applicable State or Local requirements are more restrictive than the provision such requirement shall be followed.
8. Funds under this agreement may not be used for recreation or recreational activities.

This concludes the Vendor Agreement.

EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance, the applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- ▶ Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity;
- ▶ Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- ▶ Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- ▶ The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and,
- ▶ Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above.

This assurance applies to the applicant’s operation of the WIA Title I financially assisted program or activity and to all agreements the applicant makes to carry out the WIA Title I financially assisted program or activity.

The applicant understand that West Central Job Partnership, Inc. the grant recipient and fiscal agent for funds received under Title I of the Workforce Investment Act of 1998 within the West Central Job Partnership Workforce Investment Area, has the right to seek judicial enforcement of this assurance.

(School/Training Provider Name)

(Signature)

(Date)

(Typed name and title)

APPENDIX 7.2

SAMPLE RFP TRANSMITTAL LETTER

(Date)

Program Director
West Central Job Partnership, Inc.
44 South Beaver Street
New Castle, PA 16101

Dear Program Director:

Enclosed is *(Name of Bidder)*'s response to West Central Job Partnership's Request For Proposal Number *(RFP Number)*, issued *(Date RFP Issued)*, for *(Services Requested)*.

(Name of Bidder) agrees to be bound by all of the provisions of this proposal, as submitted, for a period of at least ninety (90) calendar days from the date of this submission.

Sincerely,

(Type the Name and Title of Each Person Signing the Letter)

NOTE: *(The Letter Must Be Signed by the Person or Persons Authorized to Bind the Contractor to the Proposal's Provisions)*

APPENDIX 7.3

AGENCY INFORMATION

The undersigned assures, to the best of his or her knowledge, that:

(Contractor Name) _____

1. Has never had a Federal, state, or local government contract terminated, suspended, nor revoked because of unacceptable contractor performance;
2. Has not been found seriously deficient in its conduct of or participation in any publicly funded program in the past and is not the successor organization to one that was seriously deficient in the past.
3. Has no outstanding unresolved audit deficiencies nor unallowable cost associated with any program contracted with any Federal, state, or local governmental agency;
4. Is current in the payment of all Federal, State, and local taxes as well as the filing of all returns or reports for those taxes, including taxes for any period for which an extension has been requested or an appeal filed; and,
5. Has not been cited, fined, nor reprimanded for any Federal, state or local law or code violations within the past five years;
6. Has not had any professional or business license suspended nor revoked during the past five years;
7. Is not now in receivership or bankruptcy and no such proceedings are currently pending;

(Signature)

(Date)

(Typed name and title)

PROJECT ID _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY_____
Bidder's Name_____
Employer ID# or SS#

For your bid to be considered, this form must be completed and returned with your bid.

The contract you are entering into involves the payment of \$5,000 or more. Please complete and sign the Commonwealth Contract Certification._____
The contract you are entering into involves the payment of Federal funds over \$25,000. Please complete and sign both Contract Certifications.**COMMONWEALTH CONTRACT CERTIFICATION**

This certification is required by Management Directive 215.9, which implements Executive Order 1990-3.

The prospective recipient of State funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible, from participation in this transaction by any Federal department or agency. Contractor also acknowledges that if he is currently under suspension or debarment, his bid, in most instances, will not be accepted or considered, in accordance with Management Directive 215.9, Contractor Responsibility Program, and any amendments or supplements thereto.

Name and Title of Authorized Representative_____
Signature_____
Date**FEDERAL CONTRACT CERTIFICATION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Register (pages 19160 - 19211).

1. The prospective recipient of State funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible, from participation in this transaction by any Federal department or agency. Contractor also acknowledges that if he is currently under suspension or debarment, his bid, in most instances, will not be accepted or considered, in accordance with Management Directive 215.9, Contractor Responsibility Program, and any amendments or supplements thereto.
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 Authorized Representative_____
Signature_____
Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Organization

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

| | | |
|---|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only: | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DRUG FREE WORKPLACE REQUIREMENTS CERTIFICATION

Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98 Subpart F, the undersigned attests and certifies that a drug-free workplace will be provided by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in our workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. our policy of maintaining a drug-free workplace
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and,
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee engaged in the performance of the proposed activities and /or services receives a copy of the statement described under item 1 above;
4. Notifying the employee in the statement required under item 1 that, as condition of employment in the performance of the proposed activities and/or services, the employee will:
 - a. abide by the terms of the statement and
 - b. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the issuing agency in writing within ten calendar days after receiving notice under item 4 above from an employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions, within 30 calendar days of receiving notice under item 4 above, with respect to any employee who is so convicted:
 - a. taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1, 2, 3, 4, 5, and 6 above.

I declare, under penalty of perjury under the laws of the United States and under penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is correct. I further certify that I am authorized to sign on behalf of the contracting organization and such signing is within the scope of my powers.

_____ Date: _____
(Authorized Signature)

EQUAL OPPORTUNITY ASSURANCE

Appendix 7.7

As a condition to the award of financial assistance, the applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- ▶ Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity;
- ▶ Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- ▶ Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- ▶ The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and,
- ▶ Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above.

This assurance applies to the applicant’s operation of the WIA Title I financially assisted program or activity and to all agreements the applicant makes to carry out the WIA Title I financially assisted program or activity.

The applicant understand that West Central Job Partnership, Inc. the grant recipient and fiscal agent for funds received under Title I of the Workforce Investment Act of 1998 within the West Central Job Partnership Workforce Investment Area, has the right to seek judicial enforcement of this assurance.

(School/Training Provider Name)

(Signature)

(Date)

(Typed name and title)

FINANCIAL PLAN

RFP IDENTIFYING INFORMATION

RFP NUMBER _____

DATE RFP ISSUED _____

SERVICES REQUIRED _____

PROGRAM YEAR _____

FISCAL CONTACT INFORMATION

NAME AND TITLE OF CONTRACTOR'S FISCAL CONTACT PERSON

CONTRACTOR'S NAME

IRS NUMBER: _____

CONTRACTOR'S MAILING ADDRESS

E-MAIL ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

BUDGET SUMMARY

A. COST OF THE PROJECT

- 1. Program Costs \$ _____
- 2. Administrative Costs \$ _____
- 3. Project Income/Profit \$ _____
- TOTAL COST OF THE PROJECT** **\$ _____**

B. COST ANALYSIS

- 1. Administrative Costs as % of Total Cost of the Project _____ %
- 2. Project Income/Profit as % of Total Cost of the Project _____ %
- 3. Cost Per Participant* \$ _____
*Total Cost of the Project divided by estimated number of participants to be served.
- 4. Cost Per Participant Entering Employment** \$ _____
**Total Cost of the Project divided by estimated number of participants to be placed in employment
If placement in employment is not a planned outcome of participation in the project, enter NA.

C. FUNDING SOURCE ANALYSIS

- 1. Funds Requested from the Issuing Agency \$ _____
- 2. Funds Contributed by the Contractor an/or Other Sources \$ _____

| <u>Identify source and indicate if contribution is cash or in-kind services</u> | <u>Amount</u> |
|---|---------------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

- 3. % of Total Cost of the Project Contributed by the Contractor and/or Other Sources _____ %

7. COMMUNICATIONS

| | |
|-----------------------------------|-----------------|
| a. Postage | \$ _____ |
| b. Telephone | \$ _____ |
| c. Electronic Mail | \$ _____ |
| SUBTOTAL COMMUNICATIONS | \$ _____ |
| <u>TOTAL PROGRAM COSTS</u> | \$ _____ |

B. ADMINISTRATIVE COSTS

1. ADMINISTRATIVE STAFF SALARIES AND WAGES

| <u>Job Title</u> | <u>Annualized Salary/Wages</u> | <u>%Charged To Project</u> | <u>Total Charged To Project</u> |
|---|------------------------------------|--------------------------------|-------------------------------------|
| _____ | \$ _____ | x _____% | = \$ _____ |
| _____ | \$ _____ | x _____% | = \$ _____ |
| _____ | \$ _____ | x _____% | = \$ _____ |
| _____ | \$ _____ | x _____% | = \$ _____ |
| _____ | \$ _____ | x _____% | = \$ _____ |
| _____ | \$ _____ | x _____% | = \$ _____ |
| _____ | \$ _____ | x _____% | = \$ _____ |
| SUBTOTAL ADMINISTRATIVE STAFF SALARIES & WAGES | | | \$ _____ |

2. ADMINISTRATIVE STAFF PAYROLL TAXES/EMPLOYEE BENEFITS

| | |
|--|----------|
| a. Workers' Compensation Insurance | \$ _____ |
| b. Unemployment Compensation Insurance | \$ _____ |
| c. Social Security (FICA) | \$ _____ |

| | |
|-----------------|----------|
| d. Other (List) | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

SUBTOTAL ADMIN. STAFF PAYROLL TAXES/EMPLOYEE BENEFITS \$ _____

3. ADMINISTRATIVE STAFF TRAVEL ALLOWANCE

_____ miles per month x 12 months x _____ cents per mile \$ _____

4. CONTRACTED ADMINISTRATIVE SERVICES

| <u>Identify Contractor and Service(s)</u> | <u>Total Cost</u> |
|---|-------------------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

SUBTOTAL CONTRACTED ADMINISTRATIVE SERVICES \$ _____

5. CONSUMABLE SUPPLES/MINOR EQUIPMENT ITEMS

| <u>Identify Item, Quantity, and Unit Price</u> | <u>Total Cost</u> |
|--|-------------------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

SUBTOTAL CONSUMABLE SUPPLES/MINOR EQUIPMENT ITEMS \$ _____

INITIAL EVALUATION

A proposal must meet all of the evaluation criteria listed below to be considered responsive. Those not meeting any one of the criteria may be rejected without further consideration.

| EVALUATION CRITERIA | CRITERION MET | |
|--|---------------|----|
| | YES | NO |
| The proposal was postmarked or hand delivered by the time and date specified in the RFP cover letter. | | |
| The Financial Plan was submitted separate form and no cost or price data was contained in the Technical Plan. | | |
| Copies of both the Technical Plan and the Financial Plan were submitted in the quantity specified in the RFP. | | |
| Both the Technical Plan and the Financial Plan are presented in the format specified in the RFP | | |
| A Transmittal Letter accompanied the proposal binding the contractor to all of the proposal's provisions for a period of, at least, ninety (90) calendar days from the date of submission. | | |
| The proposal includes a Management Summary that indicates that the contractor will serve all of at least one of the two counties in the local area. | | |
| One copy of a certified audit of the contractor's financial statement was submitted with the proposal or a Certified Public Accountant has attested that there are no material weaknesses in the contractor's internal control structure. | | |
| All documents relative to this proposal have been signed by an individual authorized or empowered to do so. | | |
| A signed and dated <u>Administration Information Form</u> is attached from the contractor and, if applicable, from each listed subcontractor. | | |
| A signed and dated <u>Certification Regarding Debarment, Suspension, and Eligibility</u> is attached from the contractor and, if applicable, from each listed subcontractor. | | |
| A signed and dated <u>Lobbying Certificate Form</u> or <u>Lobbying Disclosure Form SF-LLL</u> is attached from the contractor and, if applicable, from each listed subcontractor. | | |
| A signed and dated <u>Drug Free Workplace Requirements Certification</u> is attached from the contractor and, if applicable, from each listed subcontractor. | | |
| A signed and dated <u>Equal Opportunity Assurance</u> is attached from the contractor and, if applicable, from each listed subcontractor. | | |
| RFP #: _____ Proposal Submitted By: _____ Name of Evaluator: _____ Date Evaluated: _____ | | |

TECHNICAL EVALUATION QUESTIONS

EXCELLENT - The proposal’s response to the question was clear, concise, and complete **and** meets the RFP requirement fully.

MARGINAL - The proposal’s response to the question requires modification or clarification **and/or** only partially meets the RFP requirement.

UNACCEPTABLE - The proposal did not respond to the question **or** the response failed to meet any part of the RFP requirement.

| MANAGEMENT SUMMARY | EXCELLENT | MARGINAL | UNACCEPTABLE | COMMENTS |
|---|-----------|----------|--------------|----------|
| Does the Management Summary present a clear and concise description of what the project intends to accomplish and how the project will accomplish it? | | | | |
| Is the estimated total number of participants to be served of sufficient size to make a noticeable difference in the quality of the local workforce or to justify the expenditure of limited program funds? | | | | |
| NEEDS ASSESSMENT | EXCELLENT | MARGINAL | UNACCEPTABLE | COMMENTS |
| Does the proposal define needs in the terms of the needs of the clients and not in terms of the needs of the contractor or the contractor’s organization? | | | | |
| Does the Needs Assessment demonstrate an understanding of and familiarity with the methods and means generally applied in addressing or meeting the needs identified? | | | | |
| Is that understanding and familiarity supported by adequate and reliable evidence drawn from personal experience, authoritative statistics, or testimony of knowledgeable organization or individuals? | | | | |
| PROJECT OBJECTIVES | EXCELLENT | MARGINAL | UNACCEPTABLE | COMMENTS |
| Do the state Project Objectives relate directly to the needs identified by the contractor in the Needs Assessment? | | | | |
| Do the stated Project Objectives focus on how participation in the project will change or alter conditions in the participant’s life and not on the methods or means to be used to accomplish the objectives? | | | | |
| Are the Project Objectives stated in measurable or quantifiable terms that can be used to assess the contractor’s performance? | | | | |
| Are the Project Objectives consistent with the Project Outcomes required in the RFP’s Work Statement? | | | | |

TECHNICAL EVALUATION QUESTION (continued)

| PROJECT ACTIVITIES | EXCELLENT | MARGINAL | UNACCEPTABLE | COMMENTS |
|--|------------------|-----------------|---------------------|-----------------|
| Does the proposal's overall description of Project Activities reflect the requirements of the Project Design Framework described in the RFP's Work Statement? | | | | |
| Does the proposal's description of Project Activities address all of the required Project Elements required in the RFP's Work Statement? | | | | |
| Does the proposal provide sufficient assurance that the Project Activities will produce the Project Outcomes required in the RFP's Work Statement? | | | | |
| Is the need for each of the proposed Project Activities justified in terms of achieving the contractor's stated Project Objectives? | | | | |
| Is the manner in which each activity is offered or conducted, including scheduling and frequency, adequate to achieve stated Project Objectives or attain required Project Outcomes? | | | | |
| Does the proposal specify qualitative and quantitative performance standards that the participant must meet to demonstrate satisfactory completion of each activity? | | | | |
| Does the proposal describe how a participant's attendance will be monitored and reported and individual performance will be assessed? | | | | |
| Does the proposal demonstrate a clear relationship between the performance standards, the assessment process, and the stated project objectives related to the activity? | | | | |
| PERSONNEL ASSIGNED | EXCELLENT | MARGINAL | UNACCEPTABLE | |
| Does the number of staff members assigned or the number of work hours budgeted appear sufficient to perform the required services satisfactorily (<i>i.e.</i> , achieve the project objectives), but not excessive? | | | | |
| Does the proposal demonstrate that the personnel assigned to the proposed project will possess the requisite technical skills needed to perform the work satisfactorily? | | | | |

TECHNICAL EVALUATION QUESTIONS (continued)

| PRIOR EXPERIENCE | EXCELLENT | MARGINAL | UNACCEPTABLE | COMMENTS |
|--|------------------|-----------------|---------------------|-----------------|
| Does the contractor have prior experience in performing services that are the same or highly similar to those requested in the RFP Work Statement? | | | | |
| Does the contractor have prior experience in serving the type of participants identified in the RFP's Work Statement? | | | | |
| Does the proposal contain evidence of satisfactory outcomes of or client satisfaction with services performed by the contractor and include references that can verify the quality of the contractor's work? | | | | |
| PHYSICAL FACILITIES | EXCELLENT | MARGINAL | UNACCEPTABLE | COMMENTS |
| Is there sufficient assurance that the physical facilities described in the proposal will be available for use on a more or less continuous basis during the life of the project? | | | | |
| Is there sufficient assurance that the physical facilities described in the proposal are adequate to meet participants' needs, including participants' transportation needs? | | | | |
| Is there sufficient assurance that the physical facilities described in the proposal are safe and sanitary and accessible by persons with disabilities? | | | | |
| ORGANIZATIONAL SUMMARY | EXCELLENT | MARGINAL | UNACCEPTABLE | COMMENTS |
| Does the proposal indicate that the contractor's organization exists for the purpose of performing services similar to those requested in the RFP's Work Statement? | | | | |
| Does the proposal show that the contractor has been engaged, for a reasonable period of time, in the conduct of activities closely related to those described in the RFP's Work Statement? | | | | |
| Does the proposal indicated that the contractor's organization is located, staffed, and structured in a manner that assures the project will receive adequate, day-to-day, oversight and management? | | | | |

RFP #: _____ **Proposal Submitted By:** _____

Name of Evaluator: _____ **Date Evaluated:** _____