REQUEST FOR PROPOSAL

RFP NUMBER
NW145 # 12-02

FOR

SKILLS GAP ANALYSIS
FOR
ADVANCED MANUFACTURING SECTOR

ISSUE DATE
AUGUST 3, 2012

DEADLINE FOR SUBMISSION OF PROPOSALS
AUGUST 24, 2012

SUBMIT PROPOSALS TO:

WEST CENTRAL JOB PARTNERSHIP, INC.
44 South Beaver Street
New Castle, PA 16101
Attention: Program Director
724-658-2501
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SECTION 1. GENERAL PURPOSE AND BIDDER INFORMATION

1.1 Purpose

West Central Job Partnership (WCJP) is soliciting proposals from consultants qualified to conduct a gap analysis between the skills and competencies needed by manufacturers and those covered in existing education and training programs. The process will include identifying the gaps and preparing a plan to improve and align training programs to fill the career pathways gaps.

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, United States Department of Labor/Employment and Training Administration (USDOL/ETA) funds, as well as any private source funds made available to the West Central Workforce Investment Area, which consists of Lawrence and Mercer Counties. With 26 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 be the fiscal agent and administer the contract and will be responsible for supervision of all activities of the selected vendor.

1.3 Background

Northeastern Ohio and Western Pennsylvania share a border, common labor force, worker dislocations, current and emerging industries, and a common vision to enhance economic and workforce development. The local Workforce Investment Boards of Ohio Areas 17 (Columbiana and Mahoning counties) and 18 (Trumbull county) and Pennsylvania Area NW145 (Lawrence and Mercer counties) were designated the nation’s first interstate workforce investment area by Ohio Governor Strickland and Pennsylvania Governor Rendell in 2007.

Since then, WCJP and the Oh-Penn interstate region received a DOL Regional Innovation Grant in 2009 that culminated in a Regional Interstate Summit and the development of the Oh-Penn Interstate Region Action Plan. This foundation of regional collaboration and development prepared the Region to move forward with its results-oriented implementation plans. In 2010 WCJP received, on behalf of the Oh-Penn interstate region, a private grant from the Walmart Foundation America Works initiative. The America Works initiative provided the impetus to begin implementing the strategies laid out in the Action Plan, calling on partners who dedicated their support during the Regional Summit. These grants have allowed the Oh-Penn interstate region to further refine specific strategies that lead to the long-term benefits of increased collaboration in our region.
WCJP was recently awarded a US Department of Labor Workforce Innovation Fund (WIF) grant on behalf of the Oh-Penn Interstate Region. The grant will provide the means to create a robust sector strategy that aligns employment and training services with critical skill needs of regional manufacturers and build out career pathways in the manufacturing sector.

The nation’s first officially designated Interstate Region sits in the heart of the Marcellus and Utica oil and shale plays and is positioned for a manufacturing renaissance. The Oh-Penn Interstate Region seeks to address the acute and critical manufacturing skills shortages being created by manufacturing growth, combined with openings from the onslaught of Baby Boomer retirements, an insufficient pipeline of young people interested in manufacturing and competition from the oil and gas industry for an already insufficient talent pool.

The goals of the Oh-Penn Interstate Region Pathways to Competitiveness project are to:

- Build on the Nation’s first Interstate Region to create stronger cooperation and alignment across state lines, programs and funding streams to achieve improved efficiencies and better results for job seekers and employers alike;
- Create a robust sector strategy that aligns employment and training services with the critical skill needs of regional manufacturers; and
- Build out manufacturing career pathways.

The primary activities that will be undertaken as part of the Oh-Penn Interstate Region Pathways to Competitiveness Project include:

- Promote Nationally-recognized Assessments and Credentials and Career Pathways to Employers and Job Seekers
- Replicate Successful Pipeline Development Activities
- Create More Opportunities for Professional Development and Industry Exposure
- Increase Availability of Hands-on Learning
- Integrate Sector Partnerships
- Conduct a Career Pathways Gap Analysis
- Improve and Align Programs to Fill Career Pathways Gaps
- Integrate Workforce Systems to Share Information

The desired outcomes for the Pathways to Competitiveness project include increased enrollment in manufacturing career pathway programs and attainment of nationally recognized credentials, which will in turn, lead to employment and earnings outcomes for individuals and increased competitiveness for employers. The project will position the public workforce system as an intermediary and will create a sustainable, collaborative operational framework to identify and meet the ever-changing needs of employers and, in turn, connect individuals to manufacturing opportunities.

1.4 Overview of the Project

West Central Job Partnership is the fiscal agent and the grant administrator for the Oh-Penn Pathways to Competitiveness project funded by the U.S. Department of Labor via a Workforce Innovation Fund (WIF) grant. **NOTE:** the WIF Grant Technical Proposal may be reviewed at [www.wcjp.org](http://www.wcjp.org) (click on:
WCJP is soliciting proposals for an entity to conduct a gap analysis between the skills and competencies needed by local manufacturers and those covered in existing education and training programs.

1.5 **Objectives of the Project**

The gap analysis must include the following:

- Survey of local manufacturing employers that will identify the skills needed in manufacturing jobs with their company
- Survey of local training providers to identify what manufacturing jobs their current training programs prepare graduates to seek
- Review and catalog existing manufacturing credentials (AWS, NAM, etc.) or other recognized industry groups and the skills needed to attain those credentials
- Match and crosswalk the skills needed for existing manufacturing credentials to the requisite skills identified for manufacturing jobs offered by local employers
- Prepare a final report that identifies the gaps between skills required by employers and those provided in current training programs and recommendations to bridge the gaps

1.6 **Anticipated Procurement Timetable**

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT/ACTIVITY</th>
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<tbody>
<tr>
<td>August 3, 2012</td>
<td>WCJP releases RFP to potential bidders; Q&amp;A period opens</td>
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<tr>
<td></td>
<td>-RFP becomes active</td>
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<td></td>
<td>-Bidders may submit inquiries for RFP clarification</td>
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<tr>
<td>August 10, 2012</td>
<td>Bidder Q&amp;A period closes, 10:00 am (for inquiries on RFP clarification)</td>
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<tr>
<td></td>
<td>-No further inquiries for RFP clarification will be accepted</td>
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<tr>
<td>August 15, 2012</td>
<td>WCJP provides final vendor question &amp; answer document</td>
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<tr>
<td>August 24, 2012</td>
<td><strong>Deadline for bidders to submit proposals to WCJP, no later than 12:00 noon.</strong></td>
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<tr>
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<td>-This is the proposal opening date, beginning the WCJP process of proposal review.</td>
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<tr>
<td>September 13, 2012</td>
<td>WCJP issues contract award notification letter (estimated)</td>
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<td>-Bidders that submitted proposals in response to this RFP will be sent letters stating whether their proposal was accepted for award of the contract.</td>
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<tr>
<td>September 13, 2012</td>
<td>Contract begin date – (estimated – following notification of all contractual and funding approvals)</td>
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<tr>
<td>June 15, 2013</td>
<td>Contract end date – All work must be satisfactorily completed by this date and approved by WCJP</td>
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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 posted on WCJP’s website [www.wcjp.org](http://www.wcjp.org) and bidders are responsible to check the website for answers. 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 1.8, 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 significant experience developing and conducting gap analyses.

2.2 Organizational Experience and Capabilities

- The bidder must demonstrate significant expertise in conducting skills gap analyses. 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 skills gap analyses in the past 3 years. Information to be submitted includes: entities names and addresses; contact name and telephone number; a brief summary of each project and outcomes; and a brief summary of the gap analysis, data collection methods/tools, and the types of reports generated.
- The bidder must demonstrate familiarity with developing career pathway programs, preferably in the manufacturing sector.
- The bidder must demonstrate, via past performance and educational credentials, their ability to carry out all of the individual tasks needed for WCJP’s gap analysis. This includes the ability to: develop skills gap analyses, preferably in the manufacturing sector; create and implement data collection and sampling plans; conduct analyses; write reports; and create and implement dissemination plans.

2.3 Staff Experience and Capabilities

The bidder must demonstrate significant expertise by assigning staff to key leadership roles for this project. The bidder must, at minimum, identify the names, titles, and roles of key staff and provide their full resumes in an appendix. The bidder should describe which staff members are working on the various tasks outlined in the scope of work and the management plan.

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

3.1 Scope of Work – This section of the proposal is limited to 20 pages

The bidder must provide technical details regarding their proposed skills gap analysis plans. The bidder must commit in writing their willingness to work with WCJP, the consortium partners and the Project Manager to finalize all details of the skills gap analysis and describe how they will accomplish the following tasks:

- Survey of the local manufacturing employers that will identify--
  - Specific skills current job seekers lack when applying for specific manufacturing positions
  - Specific skills, processes, etc. needed for various manufacturing positions within the company
  - Type of training the employer deems significant for job seekers to have for specific manufacturing positions
- Review and catalog existing industry recognized credentials (National Association of Manufacturers (NAM); National Institute for Metalworking Skills (NIMS) etc.) or other recognized industry groups and the skills needed to attain credentials
- Match the existing industry recognized credentials and create a crosswalk to local jobs offered by manufacturing employers, i.e.: NIMs Machining Levels I, II and III = CNC Machine Operator
- Survey of local training providers to identify--
  - A list of current training programs that prepare students for jobs in the manufacturing sector – the list should include the training program; the certificate, diploma, associate degree issued to graduates; and the types of manufacturing jobs for which they are trained
  - The schools’ current training program certificates, diplomas, associate degrees, etc. prepare students to test for what manufacturing recognized credentials. Examples may include: welding training program diploma prepares graduates to test for American Welding Society (AWS) Certified Welder (CW) or Certified Robotic Arc Welder (CRAW); National Institute of Metalworking Skills (NIMS) offers 52 metalworking credentials; etc.
- Prepare a final report to include—
  - Gaps between skills and competencies needed by employers and those offered in existing training programs
  - Crosswalk of existing manufacturing recognized credentials that compare to specific jobs offered by local manufacturing employers
  - Recommendations on steps to bridge the gaps

3.2 Management Plan

Bidders must develop a detailed skills gap analysis timeline which maps out planned activities. Often the gap analysis timeline is in the form of a visual chart, including for example, collecting data from employers, training providers, etc. at appropriate times in the project. The proposer should describe which staff members are working on the various tasks throughout the project.

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 immediately 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, by 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 WJCP. 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 received by 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: Proposal Review Team, 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 or flash drive copy of the TECHNICAL PLAN; and one original and five copies and one CD or flash drive 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 and/or Department of Labor (DOL) 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 and/or DOL 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

Bidders must provide the required information on their letterhead as the opening page of their proposal. 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:

- 6 paper copies (one signed original and five copies) and one CD or flash drive copy of the Technical Plan;

AND

- In a sealed, separate envelope, 6 paper copies (one signed original and five copies) and one CD or flash drive 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 August 24, 2012. Faxed or e-mailed submissions 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 – Gap Analysis Proposal

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 or flash drive) 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 for Gap Analysis Proposal, SUBMITTED BY [BIDDER’S NAME HERE].”

The CD or flash drive 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 or flash drive copy of the Financial Plan must include all budgetary items that are necessary to complete the requested services. The CD or flash drive containing the Financial Plan must be submitted in the sealed envelope containing the hardcopy Financial Plan. Both CDs or flash drives 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 or flash drives 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, via 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, nor 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 delivery 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.

Each proposal must contain all required documents identified and physically adhere to the following:

- Must be printed on 8.5” x 11” plain white paper
- Must be single spaced in 12 point Times New Roman or Arial font
- Each page must have a one-inch margin
- Each page must be single-sided
- Pages must be sequentially numbered
- Must submit one (1) original proposal marked “Original” and manually signed by officials authorized to represent and bind applicants
- Include five (5) copies and one (1) electronic copy on CD/flash drive. The files must be compatible with Microsoft Word and Excel

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/Executive 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 (Section III) this section of the proposal is limited to 20 pages
- 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, limited liability 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 notate 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 power of attorney whereby 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.

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

(1) a copy of the certificate of organization that identifies all members of the LLC 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.

- **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 or Pennsylvania 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 or Pennsylvania 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

Six (one signed original and five copies) copies and one CD or flash drive of the Financial Plan must be submitted in a separate, sealed envelope, and labeled: “NOTE: DO NOT OPEN, RFP PROPOSAL FINANCIAL PLAN ENCLOSED FOR GAP ANALYSIS, 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. If applying indirect charges, the proposer must provide documentation of a federal approved indirect cost rate. Maximum amount available for this manufacturing skills gap analysis project is $75,000.00.

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 has an accounting and property management system adequate to manage and safeguard the funds, property, and other assets associated with the proposed project.

6.1.9 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.

6.1.10 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

VENDOR AGREEMENT NO. __________

BETWEEN

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

Contact: Debra J. Donahue
Telephone: (724) 658-2501
Federal I.D. # 25-1532141

Contact: __________________________
Telephone: (____)___________________
Federal I.D.# _______________________

The undersigned parties agree to be legally bound by all terms and conditions set forth in this Vendor Agreement consisting of eighteen (18) pages and incorporated items. Signatures below indicate receipt of a copy of this agreement.

SAMUEL J. GIANNETTI
Authorized Agent - WCJP
Director of Workforce Development
Title

Signature                                        Date

* Authorized Agent - Agency

Director of Workforce Development
Title

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:
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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 on 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 six (6) 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 six (6) years after property disposition. Trainee attendance records shall be stored for six (6) 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. 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.

2. 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.
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. **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.

K. **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.

L. **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.

M. **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.

N. **Indemnification Clause**

I. 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.

O. 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.

P. Compliance with Laws, Regulations and Applicable OMB Circulars

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. The AGENCY will be subject to the following administrative standards and provisions:


vi. AGENCY must comply with:
   a. 20 CFR Part 93 (New Restrictions on Lobbying) - also see page 6. J. of this agreement,
   b. 29 CFR Part 94 (Government Requirements for Drug-Free Workplace (Financial Assistance))
   c. 29 CFR Part 95.13 and Part 98 (Government Debarment and Suspension, and drug-free workplace requirements),
   d. and, where applicable, 29 CFR Part 96 (Audits of States, Local Governments and Non-Profit Organizations).


x. 29 CFR Part 35 – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from the Department of Labor.

xi. 29 CFR Part 35 – Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance


xiii. 29 CFR Parts 29 and 30 – Labor Standards for the Registration of Apprenticeship Programs, and Equal Employment Opportunity in Apprenticeship and Training, as applicable.

Q. Other Legal Requirements

i. Lobbying or Fundraising with Federal Funds – In accordance with Section 18 of the Lobbying Disclosure Act of 1995 (Public Law 104-65) (2 U.S.C. 1611), non-profit entities incorporated under Internal Revenue Service Code Section 501(c) (4) that engage in lobbying activities are not eligible to receive Federal funds and grants. No activity, including awareness-raising and advocacy activities, may include fundraising for, or lobbying of, U.S. Federal, State or Local Governments (see OMB Circular A-122).

ii. Transparency Act Requirements – AGENCY must ensure that it has the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. Law 109-282, as amended by section 6202 of Pub. Law 110-252) (Transparency Act), as follows:
   - All applicants, except those exempt from the Transparency Act under subparagraphs 1, 2, and 3 below, must ensure that they have the necessary process and systems in place to comply with the subaward and executive total compensation reporting requirements of the Transparency Act.
   - Reporting requirements of the Transparency Act, as described in 2 CFR Part 170, Appendix A can be found at the following website: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf.

The following types of awards are not subject to the Federal Funding Accountability and Transparency Act:

1) Federal awards to individuals who apply for or receive Federal awards as natural person (i.e. unrelated to any business or non-profit organization he or she may own or operate in his or her name);
Federal awards to entities that had a gross income, from all sources, of less than $300,000 in the entities’ previous tax year; and

3) Federal awards, if the required reporting would disclose classified information.

iii. Right to Know Law, 65 P.S. §§ 67.101-67.3104 –. AGENCY must establish policy, responsibilities, and procedures for compliance with individual requests to release AGENCY records.

iv. Sexual Harassment Policy – AGENCY and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

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. 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 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.

T. 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.

U. 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.

V. 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
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.
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**

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.

Limited Liability Corporation (LLC) **(1) General Rule.** The bid/contract should be signed by a member of the LLC. A member managed LLC is treated as a form of partnership and members are deemed to be general partners with the power to manage the business and affairs of the LLC.

**(2) Manager – Managed LLCs.** For manager-managed LLCs, the bid/contract should be signed by the manager. The certificate of organization may provide that management of an LLC shall be vested, to the extent provided in the certificate of organization, in one or more managers. A manager-managed LLC is treated as a form of limited partnership. Managers have the authority of general partners and members are deemed to be limited partners.

M. **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.

N. **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.

O. **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 Workforce Development Partnership  
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 of stipulations of this Agreement, WCJP shall thereupon have the right to terminated 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, Work study 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.

**NOTE:** Contractors of Professional Services are exempt from terms and conditions outlined in: Section XIV- 1 Class-size Training: 2 Individual Classroom Training; and 3 Youth Program.

**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.
APPENDIX 7.2

SAMPLE RFP TRANSMITTAL LETTER

(Date)

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

ATTENTION: Proposal Review Team

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)
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)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants’ responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211).

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 Federal Register (pages 19160 - 19211).

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it, not its principals are presently debarred, suspended, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

Name and Title of 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
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)

WIA Form 4007a   Revised 03/08
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 $___________

Identify source and indicate if contribution is cash or in-kind services Amount

________________________________________________________________ $___________
________________________________________________________________ $___________
________________________________________________________________ $___________
________________________________________________________________ $___________
________________________________________________________________ $___________
________________________________________________________________ $___________

3. % of Total Cost of the Project Contributed by the Contractor and/or Other Sources ____%
**BUDGET DETAIL**

**A. PROGRAM COSTS**

1. **PROGRAM STAFF SALARIES AND WAGES**

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</table>

**SUB-TOTAL PROGRAM SALARIES AND WAGES**  $____
2. **PROGRAM STAFF PAYROLL TAXES/EMPLOYEE BENEFITS**

   a. Workers’ Compensation Insurance $_________
   
   b. Unemployment Compensation Insurance $_________
   
   c. Social Security (FICA) $_________
   
   d. Other (List) $_________

   ______________________________________________________________ $_________
   
   ______________________________________________________________ $_________
   
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   ______________________________________________________________ $_________

   **SUBTOTAL PROGRAM STAFF PAYROLL TAXES/EMPLOYEE BENEFITS** $_________

3. **PROGRAM STAFF TRAVEL ALLOWANCE**

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

4. **CONTRACTED PROGRAM SERVICES**

<table>
<thead>
<tr>
<th>Identifying Contractor and Service(s)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$_________</td>
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</tbody>
</table>

   **SUBTOTAL CONTRACTED PROGRAM SERVICES** $_________
5. **CONSUMABLE SUPPLES/MINOR EQUIPMENT ITEMS**

Identify Item, Quantity, and Unit Price

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Identify Item</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Subtotal Consumable Supplies/Minor Equipment Items $_________

6. **OCCUPANCY**

a. Space (Check one) ___Rental  ___Use Allowance

<table>
<thead>
<tr>
<th>Site Location</th>
<th>Rate Per Sq. Ft.</th>
<th>Number Sq. Ft.</th>
<th>Total Rent/Use Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$_____ x _____</td>
<td>= $___________</td>
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<tr>
<td></td>
<td>$_____ x _____</td>
<td>= $___________</td>
<td></td>
</tr>
</tbody>
</table>

b. Utilities (Heating, Lighting, Water, Sewerage) $_________

Subtotal Occupancy $_________
7. COMMUNICATIONS
   a. Postage
      $_________
   b. Telephone
      $_________
   c. Electronic Mail
      $_________

   SUBTOTAL COMMUNICATIONS
   $_________

   TOTAL PROGRAM COSTS
   $_________

B. ADMINISTRATIVE COSTS

1. ADMINISTRATIVE STAFF SALARIES AND WAGES

<table>
<thead>
<tr>
<th>Job Title</th>
<th>Annualized Salary/Wages</th>
<th>%Charged To Project</th>
<th>Total Charged To Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$________ x _______%</td>
<td>= $________</td>
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<td>$________ x _______%</td>
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<td>$________ x _______%</td>
<td>= $________</td>
<td></td>
</tr>
</tbody>
</table>

   SUBTOTAL ADMINISTRATIVE STAFF SALARIES & WAGES
   $________

2. ADMINISTRATIVE STAFF PAYROLL TAXES/EMPLOYEE BENEFITS

   a. Workers’ Compensation Insurance
      $_________
   b. Unemployment Compensation Insurance
      $_________
   c. Social Security (FICA)
      $_________
3. ADMINISTRATIVE STAFF TRAVEL ALLOWANCE

______miles per month x 12 months x ________ cents per mile

4. CONTRACTED ADMINISTRATIVE SERVICES

Identify Contractor and Service(s)

Total Cost

5. CONSUMABLE SUPPLES/MINOR EQUIPMENT ITEMS

Identify Item, Quantity, and Unit Price

Total Cost

SUBTOTAL CONSUMABLE SUPPLES/MINOR EQUIPMENT ITEMS

$___________
6. **OCCUPANCY**
   
a. Space (Check one) ___Rental ___Use Allowance

<table>
<thead>
<tr>
<th>Site Location</th>
<th>Rate Per</th>
<th>Number</th>
<th>Total Rent/Use Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sq. Ft.</td>
<td>Sq. Ft.</td>
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<tr>
<td></td>
<td>$_______</td>
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<td>$_________</td>
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</tbody>
</table>

b. Utilities (Heating, Lighting, Water, Sewerage)  $_________

**SUBTOTAL OCCUPANCY**  $_________

7. **COMMUNICATIONS**

a. Postage  $_______

b. Telephone  $_______

c. Electronic Mail  $_______

**SUBTOTAL COMMUNICATIONS**  $_______

**TOTAL ADMINISTRATIVE COSTS**  $_______
# 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.

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>CRITERION MET</th>
</tr>
</thead>
<tbody>
<tr>
<td>The proposal was postmarked or hand delivered by the time and date specified in the RFP cover letter.</td>
<td></td>
</tr>
<tr>
<td>The Financial Plan was submitted separate form and no cost or price data was contained in the Technical Plan.</td>
<td></td>
</tr>
<tr>
<td>Copies of both the Technical Plan and the Financial Plan were submitted in the quantity specified in the RFP.</td>
<td></td>
</tr>
<tr>
<td>Both the Technical Plan and the Financial Plan are presented in the format specified in the RFP</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>The proposal includes a Management Summary that indicates that the contractor that provides a clear and concise description of the project.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>All documents relative to this proposal have been signed by an individual authorized or empowered to do so.</td>
<td></td>
</tr>
<tr>
<td>A signed and dated Administration Information Form is attached from the contractor and, if applicable, from each listed subcontractor.</td>
<td></td>
</tr>
<tr>
<td>A signed and dated Certification Regarding Debarment, Suspension, and Eligibility is attached from the contractor and, if applicable, from each listed subcontractor.</td>
<td></td>
</tr>
<tr>
<td>A signed and dated Lobbying Certificate Form or Lobbying Disclosure Form SF-LLL is attached from the contractor and, if applicable, from each listed subcontractor.</td>
<td></td>
</tr>
<tr>
<td>A signed and dated Drug Free Workplace Requirements Certification is attached form the contractor and, if applicable, from each listed subcontractor.</td>
<td></td>
</tr>
<tr>
<td>A signed and dated Equal Opportunity Assurance is attached form the contractor and, if applicable, from each listed subcontractor.</td>
<td></td>
</tr>
</tbody>
</table>

RFP #: ___________________  Proposal Submitted By: ___________________

Name of Evaluator: ___________________  Date Evaluated: ________________
# TECHNICAL EVALUATION QUESTIONS

<table>
<thead>
<tr>
<th>MANAGEMENT/ EXECUTIVE SUMMARY</th>
<th></th>
<th>ASSIGN 0 to 5 POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does the Management/Executive Summary present a clear and concise description of what the project intends to accomplish and how the project will accomplish it?</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

## GENERAL QUALIFICATIONS

<table>
<thead>
<tr>
<th>ASSIGN 0 to 25 POINTS</th>
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<tbody>
<tr>
<td>Minimum three (3) years experience in designing and conducting gap skills gap analyses.</td>
</tr>
<tr>
<td>Three (3) references of similar projects evaluated over past three (3) years</td>
</tr>
<tr>
<td>Demonstrated experience with developing career pathways programs, preferably in manufacturing sector</td>
</tr>
<tr>
<td>Demonstrated knowledge and ability to:</td>
</tr>
<tr>
<td>Implement data collection and sampling plans</td>
</tr>
<tr>
<td>Conduct analysis of data collected</td>
</tr>
<tr>
<td>Prepare reports</td>
</tr>
<tr>
<td>Create and implement dissemination plans</td>
</tr>
</tbody>
</table>

## TECHNICAL PLAN

<table>
<thead>
<tr>
<th>ASSIGN 0 to 30 POINTS</th>
</tr>
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<tbody>
<tr>
<td>Does the technical plan describe how the proposer will:</td>
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<tr>
<td>• Survey local manufacturing employers</td>
</tr>
<tr>
<td>• Review and catalog existing industry recognized credentials</td>
</tr>
<tr>
<td>• Match the existing industry recognized credentials and create a crosswalk to local jobs offered by manufacturing employers</td>
</tr>
<tr>
<td>• Survey of local training providers</td>
</tr>
<tr>
<td>• Prepare a final report</td>
</tr>
<tr>
<td>TECHNICAL EVALUATION QUESTIONS</td>
</tr>
<tr>
<td>-------------------------------</td>
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<tr>
<td><strong>COST OF THE PROJECT</strong></td>
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<tr>
<td>Does the cost of the project come in at or below the specified amount in the RFP?</td>
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<tr>
<td>How does the cost compare to other proposals submitted?</td>
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<tr>
<td><strong>MANAGEMENT/STAFFING PLAN</strong></td>
</tr>
<tr>
<td>Is the evaluation timeline/chart detailed</td>
</tr>
<tr>
<td>Does evaluation timeline/chart describe which staff members are working on the various tasks</td>
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<tr>
<td>Does the number of staff members assigned or the number of work hours budgeted appear sufficient to perform the required services satisfactorily (i.e., achieve the project objectives), but not excessive?</td>
</tr>
<tr>
<td>Does the proposal demonstrate that the personnel assigned to the proposed project will possess the requisite technical skills needed to perform the work satisfactorily?</td>
</tr>
<tr>
<td>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?</td>
</tr>
<tr>
<td>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?</td>
</tr>
</tbody>
</table>

RFP #: ____________________________  Proposal Submitted By: ____________________________

Name of Evaluator: ____________________________  Date Evaluated: ____________________________