



REQUEST FOR PROPOSALS

Northern Area Local
Workforce Development Board

RFP 2024-002

Issued By: Northern Area Local Workforce Development Board

Issued Date: October 31, 2023

Proposal For: Workforce Innovation and Opportunity Act Title I

Program Type: Youth Services Provider

Please note that there is an established deadline for receipt of proposals, **January 16, 2024**. The date and time are shown in the Dates and Deadlines section of this proposal.

Provision of Services for Youth
In the Northern New Mexico Workforce Area

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Background Information

In July 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. WIOA supersedes the Workforce Investment Act of 1998 and amends the Youth Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

Northern Area Local Workforce Development Board covers 10 counties in the Northern part of New Mexico. Those counties are: Cibola, Colfax, Los Alamos, McKinley, Mora, San Juan, Rio Arriba, San Miguel, Santa Fe, Taos. The Board of Commissioners from each of those counties has appointed one of their own to set on the Chief Elected Officials (CEO). The CEO has appointed the Northern Area Local Workforce Development Board (NALWDB) as the Local Workforce Development Board (LWDB) for the area. The CEO has selected Zlotnick & Sandoval, to act as their fiscal agent. NALWDB provides board staffing, fiscal functions, and does the contracting of WIOA service provider. Operation of the One-Stop Centers, Youth Services and Adult and Dislocated Worker has been currently contracted to HELP NM.

The purpose of the WIOA Programs is to provide allowable workforce development activities to eligible clients that will increase employment retention and earnings of participants and increase occupational skill level attainment by participants. As a result, successful application of these activities will improve the quality of New Mexico workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the State. The WIOA places an emphasis on serving youth within a comprehensive youth development approach that focuses on long-term services that provide the education, skills, work experience, and support that youth need to successfully transition to careers and productive adulthood. The WIOA youth funds are targeted at young people who are both in and out-of-school, to assist them in their career and educational development. However, bidders should acknowledge that in order to meet youth expenditure levels established in WIOA, 25 percent of all youth funds must be spent on In-school youth and 75 percent of all youth funds must be spent on out-of-school youth. Bidders are encouraged to read the Act to understand the scope of authorized activities. In general, these activities are:

- a) to establish a one-stop delivery system described in section 121(e);
- b) to provide youth workforce investment activities as described in Section 129
- c) to establish and develop relationships and networks with large and small employers and their intermediaries; and
- d) to develop, convene, or implement industry or sector partnerships.”

Youth Activities include:

1. Provide an objective assessment of the academic levels, skill levels, and service needs of each participant.
2. Provide individual service strategies for each participant.
3. Provide activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized post-secondary credential.
4. Provide preparation for post-secondary educational and training opportunities.
5. Provide strong linkages between academic instruction and occupational education that lead to the attainment of recognized post-secondary credentials.
6. Provide preparation for unsubsidized employment opportunities, in appropriate cases.
7. Provide effective connections to employers in in-demand industry sectors and occupations of the regional labor market.

NALWDB, in coordination with the CEO, is seeking to establish and build a partnership with an organization which can demonstrate that it can provide a positive and measurable impact on youth while building a network of employment and training service providers in the Northern Area Local Workforce Development that will assist eligible youth in securing in-demand occupations (high-demand, high-wage and high-skill occupations as defined per the NALWDB Program Policy No. 14, In-Demand Occupations).

Purpose of Proposal

The purpose of this RFP is to solicit proposals from qualified entities to provide the WIOA Youth Workforce Investment Services for the Northern Area Local Workforce Development Board. The proposal which, in the opinion of the awarding body, best provides for establishing a workforce system of services in the Northern Area Local Workforce Development Board will be invited to enter into contract negotiations. Resulting contracts will be negotiated with respect to cost, scope, and content in a manner that achieves the establishment of this System in the best interest of the Local Area. The successful bidder's program will be required to provide services to youth. The period of performance will be July 1, 2024 through June 30, 2025. Any contracts entered into as a result of this RFP may be extended for two (3) additional one-year periods, if agreeable to both parties.

Youth Outreach

1. The provider is expected to initiate an organized outreach approach which will reach out to and provide services to the youth via online social media and other outlets which are innovative and targeted at recruiting youth in our area.
2. NALWDB expects the provider to have an outreach plan outlining idea for the Youth initiatives; ideas and inspiration to attract youth for the programs that are provided.
3. Outreach in the schools located in the 10-county region designated, these networks may lead to the identification of targeted youth no longer attending school but living in in the area.
4. Provider shall participate in community service projects advertising our youth programs and identifying potential new venues for participants.
5. Inviting the youth to participate in trainings in the Northern region.

Dates and Deadlines

The timeline shown below is an estimated schedule of the RFP process.

Publication of Legal Notice	10/31/2023
Proposal Date	10/31/2023
Mailing / E-Mailing of RFP to Proposers	10/31/2023
Deadline to Submit Questions	12/18/2023
Deadline for Receipt of Completed Proposals	01/16/2024
Proposal Evaluation (Evaluation Committee)	01/23/2024
Selection of Finalist	01/26/2024
Contract(s) Written	02/20/2024
Contract(s) Performance Begins	07/01/2024
Contract(s) Performance Ends	06/30/2024

Note: The deadline shown above January 16, 2024 is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered.

The proposal should be delivered or mailed to:

Lisa Ortiz, Executive Director
Northern Area Local Workforce Development Board, Inc.
525 Camino de los Marquez, Suite 250
1000 Cordova Place, PMB 810
Santa Fe, NM 87505
procurementofficer@nalwdb.org

General Proposal Information

This proposal may make references to the WIOA Grant Recipient, for this RFP, those references are for the same entity. This proposal also makes references to the Northern Area Local Workforce Development Board (NALWDB). For this workforce development area this is the Northern Area Local Workforce Development Board.

The Northern Area Local Workforce Development Board (NALWDB) authorized this Request for Proposal (RFP) to procure services and/or products as described in this package. All individuals, companies, agencies or other entities submitting proposals must be aware of the limitations stated in this section.

The NALWDB, in receiving proposals, reserves the right to withdraw this proposal at any time prior to the signing of a contract(s). The NALWDB reserves the right to cancel or reissue this RFP in part or in its entirety.

Proposals selected for review will be evaluated and may be negotiated. The NALWDB reserves the right to fund all, some, or none of the proposals received. The actual amount of any contract(s) that is written is subject to negotiation prior to the finalization of the contract(s). Selected Sub-recipient(s) will be required to manage the youth direct client cost, The proposals that are most advantageous to the NALWDB in terms of both quality and cost will be recommended for contract(s) negotiations.

Proposers may be asked for clarifying statements or other data prior to or during the review and negotiation process. These statements or data will be requested only to clarify items already included in the proposal that was submitted. The statements or data provided by the proposer will be considered to be a part of the proposal.

Proposals selected for review will be evaluated according to criteria set forth in this proposal package. Some evaluation criteria will have minimum acceptable scores that must be met. Failure to meet the minimum scores will eliminate the proposal from further evaluation and consideration. Proposals will be evaluated by a team of evaluators. This team may consist of members of the NALWDB, Youth Committee, Local Elected Officials, or others to whom this task has been assigned. The evaluation committee will make a recommendation to the NALWDB, the Chief Elected Officials (CEO) or other entity to which this responsibility has been assigned. The NALWDB will then make the final decision on the organization(s) to which a contract(s) will be awarded.

The evaluation team will only review proposals for programs that include the services requested in this proposal package. Proposers may include additional services as a part of the proposal, but the proposal must, at a minimum, contain the training and/or services that are specifically shown.

The proposals that are received will be made available, upon request, to the public. However, the proposals will be made available only after the NALWDB has made the award to a proposer and the protest period has begun.

The NALWDB has established a procedure to resolve any protests, disputes, claims, or grievances that may arise from this procurement process. A copy of this procedure will be made available to any proposer upon request. This procedure gives a proposer an opportunity to protest the award and provides for a review of the process and a determination to be issued by the individuals conducting the review. The notice of award and notice of the protest process will be provided at the time proposers are notified of the outcome of their proposal. This notice will be provided to each proposer within 5 days of the date of award of a contract(s) and may be provided via e-mail, fax, direct contact by telephone, or by regular mail. The protest process will provide for a minimum of 5 days for a proposer to submit a protest. The notice of the protest process will provide information on the name and contact information of the individual to whom the protest must be submitted.

Proposers shall not offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the NALWDB, Chief Elected Officials, Fiscal Agent, Youth Committee, or other organization for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.

Modifications to proposals that have been submitted will be accepted only under these guidelines. (1) The original proposal that was submitted must be withdrawn. The proposer must provide a written request to withdraw the original proposal; and (2) a complete new proposal must then be submitted. No changes may be made to the proposal subsequent to the deadline Date.

Pre contract(s) costs and the costs of preparing this proposal are not allowable costs and cannot be included in the proposal budget nor in any resulting contract(s) budget.

Proposers should be aware that funding for WIOA programs is always subject to availability and other conditions. Funding for future periods may be changed significantly if appropriations for WIOA programs change or if demographics change within the State or local workforce development area.

No employee, officer, or agent of the NALWDB, Chief Elected Officials, Youth Committee, or other organization shall participate in the selection, award, or administration of a contract(s) supported by WIOA funds if a conflict of interest, or potential conflict, would be involved.

Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposer's bid to be rejected.

The NALWDB reserves the right to contact any individual, agency, employer, or grantees listed in a proposal, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications, and to request additional information from any and all proposers. The NALWDB also reserves the right to conduct a review of records, systems and procedures, including credit and criminal background checks, of any entity selected for funding. This may occur either before or after the award of a contract(s) or agreement. Misrepresentation of the proposer's ability to perform as stated in the proposal may result in cancellation of any contract(s) or agreement awarded.

The sub-recipient(s) will be monitored by the WIOA Fiscal Agent and/or NALWDB monitors and must have an annual audit included in the contract(s). Other monitors, auditors or reviewers from State and/or Federal agencies may also monitor or audit the sub-recipient(s) and must be provided access to all records and documents associated with the performance of this contract(s).

The sub-recipient(s) that is selected through this RFP is expected to be familiar or become familiar with the WIOA Act and Regulations and applying them in developing the response to the RFP. The NALWDB and/or WIOA Fiscal Agent will, after the contract(s) has been awarded, provide technical assistance to the sub-recipient(s).

The Contract(s) That May Result from This RFP

Winning bidders must be willing to ensure services are available to be delivered in all 10 counties without regard to whether there is a permanent presence in any one county.

Interaction with the business community in the entire area is a necessity. This means any sub-recipient(s) must have staff that can assist the business community member as well as eligible participants; this may be done by making direct contact or relying on a partner member to initiate contact with businesses. The resulting contacts often mean that staff must be ready to provide quality referrals to employment to aid companies actively recruiting new employees. This process requires that staff in work in unison with not only the Board, but also partners. The primary objective of the Board is to place its business customers in a more competitive position than prior to receiving our services. This can mean ensuring the appropriate jobseekers are referred to fill open positions, clients are afforded the opportunity of increasing their job skills in order to make them more competitive and both our jobseekers and businesses become more profitable as a result of being engaged with the workforce system in Northern New Mexico.

Eligible Bidders

An eligible bidder under this RFP may be any public or private entity; including but not limited to: a post-secondary educational institution, a community based organization, non-profit agency, unit of government, faith-based organization or a private for-profit business.

Successful bidders must demonstrate current or future service delivery capabilities to provide effective services to youth that reside in Northern New Mexico Workforce Area. In addition, the provider of WIOA Youth Programs is a mandated partner in the One-Stop System, the successful bidder will deliver the respective WIOA program services through sites as identified in the workforce development area. Current sites are in San Juan, McKinley, Cibola, Santa Fe, Rio Arriba, Los Alamos, Taos, Colfax, Mora, San Miguel. It is also incumbent on the winning sub-recipient(s) that services be available to be delivered in all 10 counties.

Any proposer with whom the Local Workforce Development Board (LWDB) executes a contract for the provision of the services described in this Request for Proposals shall be a sub recipient pursuant to applicable federal laws and regulations and shall be required to comply with 2 CFR Part 200, as well as the Workforce Innovation and Opportunity Act and all other applicable federal and state laws and regulations.

Resources

NALWDB is a 10-county area that is part of a 33-county regional planning area. However, information concerning the existing local plan, regional plan and current operational policies may be accessed at www.northernboard.org.

Proposers must be knowledgeable of the statutes, regulations, rules and policies for the funding streams identified in the chart in section II.C. A copy of the Workforce Innovation and Opportunity Act and regulations may be found on the U.S. Department of Labor web page at www.dol.gov

Technical Assistance

An explanation or clarification of this RFP and to answer other questions will be provided on NALWDB website located at www.northernboard.org

To assist in this process, proposers are asked to submit their questions via e-mail prior to the close of business on December 18, 2023. This will allow the appropriate individual sufficient time to prepare an answer and have the question and answer available to all who are considering presenting a proposal. Questions may be submitted electronically until December 18, 2023 at 4:00 pm. All questions and their answers will be posted at www.northernboard.org .

Questions via e-mail should be submitted to:
Website www.northernboard.org
procurementofficer@nalwdb.org

General Procurement Statements

1. NALWDB is an Equal Opportunity Employer and encourages competition at all levels. Any interested and qualified Proposer is encouraged to submit a bid.
2. Prospective Proposers should inform NALWDB if the specifications or other proposal requirements are faulty, unnecessary, or inhibit competition. If NALWDB agrees with the Proposer, an amendment will be issued.
3. All prospective Proposers must adhere to the Uniform Administrative Requirements of the Office of Management and Budget.
4. All proposals in response to the RFP become the property of the Northern Area Local Workforce Development Board. The proposals will not be available for public viewing until after a contract with the new service provider is finalized. All information not deemed **PROPRIETARY** and contained in bid responses will become open for public review once a contract is signed or all bids are rejected.
5. This Request for Proposals does not commit NALWDB to fund any proposals submitted before execution of a contract.
6. NALWDB reserves the right to accept or reject any or all proposals received or to negotiate terms of the proposal with any qualified Proposer.
7. No contracts will be awarded as a result of this RFP without approval of the NALWDB RFP Committee. Further, NALWDB reserves the right to withdraw from negotiations at any time before a contract is executed.

Availability of Funds

Funding for each program year is determined by the US Department of Labor based on an established formula for WIOA State Formula Funds awarded to States by no later than July of each year. For planning purposes, the respondent to this RFP should understand that level funding for each program year is approximately \$1,000,000 in Youth Funds. PY2024 amounts are subject to change, based upon the actual amount allocated to the region and available carry-over funds, if any, allocated by the NALWDB. PY 2024 funds are to provide for the entire cost of operations including but not limited to; Board staff and support, fiscal agent, One-Stop Operator, service provision staff and supplies as well as money for all direct client cost payments. The fiscal agent is responsible for providing system support.

It is understood that funds will fluctuate from year-to-year. The contract agreement shall be modified to increase or decrease funding as needed to reflect actual federal funds received during the contract period. The successful sub-recipient will be

awarded a cost-reimbursement contract with the possibility of a negotiated profit margin for those eligible entities. The Board may expand the scope of the contract to include other workforce programs, funding or requirements that the Board deems necessary and appropriate.

All agreements are subject to the availability of funds to the Northern Area Local Workforce Development Board.

Incorporation of RFP into Contract

All conditions contained in this Request for Proposals and completed forms and any statements contained in the Request for Proposals will be incorporated into any contract regarding this matter. Failure of the contracting organization to accept these obligations may result in the cancellation of the selection. The sub-recipient shall assume responsibility for all services offered in their bid proposal whether or not they were produced. The sub-recipient will be responsible for all material errors and omissions in the performance of the contract.

Payment Process

The Board will use a cost-reimbursement contract which may or may not include a pay for performance piece as well as potential profit for eligible entities. The selected sub-recipient will be reimbursed for allowable actual service delivery costs on a monthly basis after submittal and approval of Cash Requests as instructed in the contract.

In addition to the provisions of this Request for Proposals and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

The Board values high performance, continuous improvement and responsiveness to Board and system customer needs. The Board understands that a for-profit entity may be selected through this process. If so negotiations for arriving at a methodology for rewarding exceptional performance in the form of profit will be finished before the start date of the contract.

The successful bidder may only serve eligible individuals using WIOA funds as defined by the WIOA and is responsible for all WIOA participant enrollments in the NALWDB. The successful bidder shall create, collect, and maintain all records relating to One-Stop operations and WIOA service provision activities that are required to be made by applicable federal or state laws or regulations, made relevant by guidance from the U.S. Department of Labor, and/or which are necessary for determining the Northern NALWDB attainment of the local levels of performance negotiated with the New Mexico Department of Workforce Solutions and the Chief Elected Official of the NALWDB. Reimbursement for

program costs will be made on a monthly basis providing that these performance standards are being met. Performance Standards will be reviewed on a monthly basis.

For examples of past and current Performance Standards see also Section III.B.3 Program Outcomes and Deliverables of this RFP.

Any revenues above costs generated by any not-for-profit organization through use of these funds, including interest income or other program generated income, must be reported and then returned to the NALWDB. Any return of revenues to the provider for use to extend the contract or provide additional services will be at the sole and absolute discretion of NALWDB.

Proposers may not charge individuals eligible for workforce programs a fee for any service; however, if the proposal intends to charge fees for non-eligible individuals and/or businesses, the service and fee structure must be fully described in the narrative. The Board reserves the right to retain a portion of the income generated from such activities.

The sub-recipient will be responsible for all benefits (vacation, health insurance, etc.) and withholdings as any staff of the sub-recipient will remain staff of the sub-recipient and will not become employees of NALWDB. The contract will be solely for personnel, professional development, and training and supportive service funds for eligible clients. NALWDB will only reimburse personnel costs for time actually worked, and reasonable vacation, sick leave, and holidays as provided for in the bidder's personnel policies and earned during the contract term. No other paid leaves of absence will be reimbursed by NALWDB nor should they be part of the negotiated sub-recipient price.

Subcontracting

The NALWDB acknowledges the need to form viable partnerships that will help to enhance the delivery of Youth workforce development activities identified in the State Plan throughout the Northern region. Proposals utilizing specialized services to deliver such activities may include sub-recipients and/or vendors. Any subcontracting must be clearly identified in the proposal narrative and the Board prior to contract execution must provide approval. If the proposer currently subcontracts certain functions or activities and intends to do so as part of this proposal, the sub-recipient/vendor must be identified, and a certification included from the sub-recipient/vendor attesting to their agreement to the terms of the proposal and any resulting contract.

Interview Rights to Jobs Created

The successful proposer for WIOA Youth services must agree to interview all incumbent program operations staff who applies for employment with the new provider. Incumbent staff will be granted consideration for experience in lieu of education requirements for any position for which they are otherwise qualified. In

the event of a transition and a reduction of staff, the Board shall carefully oversee the process to ensure that there is no loss of service or reduction of quality.

Contract Provisions

The contract(s) will have provisions regarding the provision of services being delivered in a functional delivery system. This may require the sub-recipient(s) to provide some services that are traditionally delivered by other entities that are none-the-less allowable services. In functional delivery system, other entities may also be required to deliver some of the services that are included in the statement of work of this contract(s).

The contract(s) may also have provisions which are not described in this RFP. Those provisions may be necessary due to changes in applicable laws or regulations, provisions added or changed to reflect negotiations made subsequent to the issuance of this RFP, requirements not known at the time of the issuance of this RFP, or other reasons.

Contract(s) Based Costs

All costs that are approved in a contract(s) must be reasonable and necessary to carry out the planned functions. The costs must be allowable and allocable to the proper grants and cost categories. If the sub-recipient(s) is a public entity or non-profit entity, the contract(s) will not include a provision for profit. Profit margins with for-profit organizations may be negotiated. Profit margins must be reasonable and cannot be based on a percentage of actual costs. Profit margins will be based upon meeting and/or exceeding standards. It is anticipated that a higher profit margin may be negotiated for exceeding negotiated performance goals. Profit will be paid on a quarterly basis depending on meeting negotiated standards.

The sub-recipient will be reimbursed for actual travel expenses required for travel within the region as well as for meetings and conferences provided by NALWDB, as applicable to WIOA. Other out of area travel must be approved in advance by the Board's Executive Director and the sub-recipient must have the funds in their budget to support the requested travel.

Proposers should note that they are not required to provide rent, utilities, telephone service and telephones, internet service, janitorial services, lawn and grounds maintenance, equipment purchases, equipment maintenance, equipment software, and assessment supplies for One Stop Center and Satellite offices. All of these items will be paid by the WIOA Fiscal Agent for the workforce area. The selected sub-recipient(s) will be responsible for all youth direct client cost, such as training, work experience, supportive services, etc.

Criminal History Reports

The contract(s) that results from this RFP may contain a requirement that the contract(s) or provide a current (within the past 12 months) and satisfactory criminal history report on all individuals working in any manner for the sub-recipient(s) if the individual will be providing services to workforce Clients. The criminal history report shall be deemed to be satisfactory if it contains no history of criminal offences which would be considered crimes which present a danger to Clients. These reports, if

required, must be submitted to the WIOA Fiscal Agent not less than 10 days prior to the scheduled beginning date of performance under the contract(s). If the reports are not submitted by that deadline, the contract(s) will be declared to be void and no payments will be made to the sub-recipient(s). The cost of the criminal history reports will be paid by the sub-recipient(s) and cannot be included in the contract(s) costs.

Program and Performance Measures

The contract(s) that results from this RFP will have certain requirements for performance. The contract(s) may require that the sub-recipient(s) submit reports of expenditures, Clients served, goals versus actual performance reports, WIOA performance reports, audits, reviews made by other entities, or other information that is necessary for the NALWDB to evaluate the performance of the contract(s)or. The contract(s) may have provisions requiring minimum performance levels to be achieved before funding for remaining periods is available. The contract(s) may have a provision to reduce or eliminate funding for future periods if that minimum performance level is not attained. Sub-recipient Performance will be based on the following measures:

Youth Measures

1. At minimum 135 youth participants enrolled
2. At least 50% of youth receiving occupational training
3. At least 25% of youth entering "On-the-Job Training" programs
4. At least 20% of youth participating in programs with "Work Experience"
5. At least 15% obtaining an educational credential.
6. At least 40% of youth entering employment.
7. At least 75% of Youth participants identified as out of school youth
8. At least 50% of funds spent on Work-Related Activities
9. Participants will complete a Customer Satisfaction survey
10. The per participant cost will be reported quarterly to NALWDB.
11. The number of co-enrolled youth will be reported quarterly
12. The funds allocated to the provider will be reported quarterly and must be obligated 80% by the end of the 2nd year.

The determination of whether the sub-recipient(s) has met or exceeded the performance items shown above will be made as of June 30 of each year. To be determined to have satisfactory performance, the Sub-recipient(s) must meet or exceed the performance items in 8 of the Youth measures as negotiated in their contract(s) with no measure falling below 50% of the negotiated rate. Sub-recipient(s) will complete the Projected Performance Form included in the RFP.

Out-of-School Youth

WIOA defines **out-of-school youth** as not attending school including post-secondary or secondary school. With one exception, a dropout re-engagement school considers the enrolled students as out-of-school youth for purposes of WIOA eligibility.

The Out-of-School Program should focus on supporting youth in completing their education and attaining a credential, while at the same time providing work-readiness skill development and career training opportunities as appropriate. The following describes the goals for the different out-of-school populations:

1. The goal for an out-of-school youth who does not have a high school diploma or GED is the attainment of a high school diploma or GED completion and transition into post-secondary education or training, attainment of a recognized credential, and/or unsubsidized employment, including apprenticeship.
2. The goal for an out-of-school youth who has a high school diploma or GED at enrollment is to transition into post-secondary education or training and attainment of a recognized credential and/or unsubsidized employment, including apprenticeship.
- 3.

TARGET POPULATIONS

The Workforce Innovation and Opportunity Act (WIOA) of 2014 enacted a comprehensive youth employment program for serving eligible youth, ages 14–24, who face barriers to education, training, and employment.

Funds for youth services are allocated to states and local areas based on a formula. The WIOA Youth Program focuses primarily on out-of-school youth, requiring local areas to expend a minimum of 75% of WIOA youth funds on them. The program includes 14 program elements that are required to be made available to youth participants. WIOA prioritizes work experience through a 20% minimum expenditure rate for the work experience program element.

In particular, this RFP seeks service providers that demonstrate a commitment and history of serving one or more of the following target populations. The youth program must target youth ages 14-24 who are out of school and who are identified in one or more of the following categories:

An OSY is an individual who is:

- (a) Not attending any school (as defined under State law);
- (b) Not younger than age 16 or older than age 24 at time of enrollment; and
- (c) One or more of the following:
 - (1) A school dropout;
 - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
 - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
 - (4) An offender;

- (5) A homeless individual, a homeless child or youth, or a runaway;
- (6) An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
- (7) An individual who is pregnant or parenting;
- (8) An individual with a disability; or
- (9) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

An ISY is an individual who is:

- (a) Attending school (as defined by State law), including secondary and postsecondary school;
- (b) Not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21 at time of enrollment;
- (c) A low-income individual; and
- (d) One or more of the following: (1) Basic skills deficient; (2) An English language learner;

Contract(s) Renewal and Extension

The contract(s) that results from this RFP may have a provision for extension. The terms and lengths of any extension will be established by the NALWDB and will be included in the contract(s) provisions. All extensions must be documented in a modification to the contract(s). Each extension must be for not more than one year and a maximum of two extensions is permitted. Extensions will be contingent upon established performance in the above-mentioned measures

Transitioning

The selected sub-recipient(s) will be required to continue to provide services to Clients that are transitioned from the previous sub-recipients that is providing the services included in this proposal. The new sub-recipient(s) must assure that the original plan of services for the customer will be followed with no interruptions in service to the

customer. Costs for these “transitioned” or “inherited” Clients must be factored into the costs that are included in the budgets for this proposal.

Early Terminations

The contract(s) that results from this RFP will have provisions for termination of the contract(s) for failure to satisfactorily perform the tasks that are required, (for cause). The contract(s) that results from this RFP may also have provisions which allow the contract(s) parties to cancel the contract(s) at any time by providing reasonable advance notice to other contract(s) parties, (for convenience). The contract(s) will also provide for termination of the contract(s) for lack of funds, (funding).

Modifications

The contract(s) will have a provision for modifying the contract(s). Modifications may be necessary to incorporate changes required by Federal or State laws and policies. Modifications may be necessary to increase funds to the Contract(s) or if funds become available through National Emergency Grants, Trade Adjustment Assistance, or other sources. Since there are two distinct areas of performance measures, it may be necessary to modify the contract(s) to eliminate one or more of the services being provided by the Sub-recipient(s) and solicit new providers. Should the Sub-recipient(s) fail to meet performance measures in both areas the contract(s) will not be extended.

Assignment and Subcontracting

A part of the proposal evaluation is based upon the previous experience of the proposer and its staff. The contract(s) will contain a provision that prohibits subcontracting or assigning the work to be performed without the written permission of the NALWDB.

Indemnification

The contract(s) will include an indemnification clause. The indemnification clause will state that the proposer (sub-recipient(s)) shall indemnify and hold harmless the State of New Mexico, the U. S. Department of Labor, the Northern Area Local Workforce Development Board, the Northern New Mexico Workforce Board officers, agents, and employees and the WIOA Chief Elected Officials from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the proposer (sub-recipient(s)) or any of its employees, agents, volunteers, sub-recipients, or representatives.

Dispute Resolution - The contract(s) will have a provision for dispute resolution. This provision will require the Contract(s) or to use administrative processes and negotiation in attempting to resolve disputes arising from this contract(s). The

contract(s) will require the sub-recipient(s) to continue to provide services while the dispute process is ongoing.

Audit Rights

The contract(s) will have a provision which will allow The Fiscal Agent, the State of New Mexico, the U. S. Department of Labor, the Comptroller General of the United States, any of their duly authorized representatives, or others with statutory audit rights to perform audits after reasonable advance notice to the Contract(s) or at any time during the contract(s) period or within five (5) years from the date of final payment of this contract(s). At any time during normal business hours and as often as Fiscal Agent or any of the above parties may deem necessary, the Contract(s) or shall make available to their duly authorized representatives for examination, all its records with respect to all matters covered by this contract(s). The Fiscal Agent, the State of New Mexico, the U. S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives shall have authority to audit, examine, and make excerpts or transcripts from, any books, documents, papers, and records of the Contract(s) or which are directly pertinent to this Contract(s), including all contract(s)s, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this contract(s).

Access to Records and Records Retention

The contract(s) will have a provision relating to Records Retention. That provision will require the Sub-recipient(s) to maintain all records pertinent to this contract(s), including financial, statistical, property, client records, and supporting documentation. These records shall be preserved and made available to the Fiscal Agent and its agents for a period of five (5) years after the date of final closeout of this contract(s). However, in the event of an audit, records shall be kept by Sub-recipient(s) until the audit is completely resolved. This may require a retention period longer than 5 years. If the Sub-recipient(s) is unable to retain the necessary Fiscal Agent client and financial records for the required period, the Sub-recipient(s) shall transfer such records to Fiscal Agent. Such records shall be transmitted to Fiscal Agent for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

Copyrights and Rights to Data

The contract(s) will have a provision relating to Copyrights and Data. That provision requires the Sub-recipient(s) to agree that the Fiscal Agent, the State of New Mexico, and the U. S. Department of Labor shall have unlimited rights to any data first produced or delivered under the contract(s).

Pre-Agreement Cost Clause

The contract(s) will have a provision relating to Pre-Agreement Costs. That provision will state that in the event any signatures on the contract(s) are made subsequent to the beginning date of the contract(s), allowable expenditures of funds between the beginning date of this contract(s) and the actual signature date of the contract(s) will be

allowed for no more than 30 calendar days prior to the actual signature dates of the contract(s).

De-obligations

The contract(s) that results from this RFP will contain clauses regarding availability of funds. Those clauses will allow the NALWDB to decrease or eliminate funding to the sub-recipient(s) if funding made available to the NALWDB is not sufficient to allow for full payment of the contract(s).

At the time the contract(s) is written, the actual funding amounts provided to the workforce investment area may not be available. The contract(s) may be modified prior to or subsequent to the beginning of the year to reflect changes that are necessary due to actual funding amounts received. If the contract(s) is extended after the first term, any budget amounts remaining from budgets at the end of the year may not be carried over and expended in the extended period. The carry-over of any funds is an item that must be negotiated with the NALWDB and/or Fiscal Agent for the workforce development area.

Price Adjustment

The contract(s) will have a provision relating to Price Adjustment. That provision will state that if the contract(s) was negotiated in reliance upon cost data supplied by the Contract(s)or; the Fiscal Agent can adjust the price to exclude any significant sum by which the price was increased because the Contract(s)or had submitted cost data in the original proposal which was not accurate, complete, or current.

Insurance

The contract(s) that results from this RFP will have certain requirements for insurance. There is no requirement that proof of insurance be submitted with the proposal, but evidence of insurance must be provided prior to beginning the performance of work under the contract(s). The WIOA Fiscal Agent for the workforce development area has a policy regarding insurance that is required of it and sub-recipient(s). Those requirements will be included in the contract(s). Those requirements may include general liability coverage, fire/theft insurance on property, insurance for motor vehicles used by employees of the sub-recipient(s), workers compensation, and blanket bond coverage.

EEO Requirements

The contract(s) will have provisions requiring the proposer (sub-recipient(s) to comply with the EEO requirements contained in 29 C.F.R. §38.25. No person in the United States shall be, on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation, belief, or marital status be excluded from participation in, be denied the benefits of, be subject to discrimination under, or be denied employment in the administration or in connection with any program or activity funded in whole or in part with funds made available under this agreement.

Client Grievances

The contract(s) will include a provision that requires the Sub-recipient(s) to adopt procedures for hearing and resolving grievances and complaints arising out of this contract(s), in conformity with NALWDB/Fiscal Agent's established policies.

The Sub-recipient(s) agrees that any customer grievances initiated as a result of this contract(s) and left unsettled by Sub-recipient's grievance procedures shall be received and resolved in accordance with NALWDB/Fiscal Agent's Grievance Procedure. The Sub-recipient(s) shall abide by Final Determinations issued under NALWDB/Fiscal Agent's grievance procedures.

The Sub-recipient(s) agrees to inform all sub-recipient(s), including OJT employers, of the availability of Sub-recipient(s)' grievance procedures, for use by the sub-recipient(s) in the event the sub-recipient(s) have no grievance procedures of its own.

Duplicate Funding

The contract(s) will have a provision requiring the sub-recipient(s) to agree that any sub-recipient(s) costs which are already allocated to other sources may not be included in the cost of the contract(s). The sub-recipient(s) must inform the NALWDB/Fiscal Agent if the sub-recipient(s) applies for or receives funds which affect the cost or performance of work under this contract(s) and how the sub-recipient(s) plans to allocate duplicated funds. The local NALWDB/Fiscal Agent must have the right to renegotiate the contract(s) relative to the changed cost. This provision will notify the sub-recipient(s) that NALWDB federal funds can be used only to supplement training resources available through Education Assistance Programs. NALWDB federal funds may be used in conjunction with other programs, but funds from different sources must be used to pay for different services with no duplication.

Client Rights

The contract(s) will have a provision concerning client rights. That provision will state that at a minimum:

1. Employment Terms, Benefits, and Working Conditions

All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this contract(s) may be used for contributions on behalf of any trainee to retirement systems or plans.

2. Orientation

All clients enrolled under this contract(s) shall be orientated by Sub-recipient(s) or its agent sufficient that they understand who will be providing services, what support services are available and what the client must do to be successful in the program.

3. Disciplinary Action

Sub-recipient(s) shall notify the appropriate NALWDB staff member as far in advance as possible of work or training related problems involving WIOA clients. NALWDB shall be offered every reasonable opportunity to work with the site supervisor and the client to resolve the problem. When client suspension or termination appears to be necessary, the site supervisor shall give the Fiscal Agent office advance notice by telephone. In extreme cases, the site may

immediately suspend a client for dangerous or outrageous behavior but in no case shall the client be terminated without advance notice by telephone to the appropriate Fiscal Agent office.

4. Confidentiality Standards

If disclosure of trainee records is requested by the public, current State of New Mexico confidentiality standards and Title 5, USC 552, commonly known as "The Privacy Act", pertaining to records of clients in NALWDB WIOA programs, shall apply.

5. Client Safety – The contract(s) will require that conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the trainee.

Trainees enrolled under the contract(s) shall be adequately supervised during training hours and be provided with safe training conditions that, at a minimum, shall conform to the health and safety regulations established by the State of New Mexico.

Compliance With Law

The contract(s) will have a provision requiring the Sub-recipient(s) to maintain compliance as follows:

In rendering the performance hereunder, Sub-recipient(s) shall comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128, with the regulations promulgated there under, and with the following:

1. Applicable Federal Laws and appropriate OMB Circulars
2. Laws of the State of New Mexico
3. WIOA Policies as adopted by the New Mexico Office of Workforce Development
4. Local Laws
5. The Northern Area Local Workforce Development Board's WIOA Plan
6. NALWDB Policies and Procedures
7. U. S. Department of Labor Statement 29 CFR 37.20 Regarding the Non-Discrimination and Equal Opportunity

Provisions of the Workforce Innovation and Opportunity Act of 1998.

In the event of a conflict between such laws and regulations and the terms of this agreement, precedence shall be given to the laws and regulations.

Reporting

The contract(s) that results from this RFP may have a requirement that the sub-recipient(s) make regular presentations to the NALWDB, Chief Elected Officials, or other similar groups. These reports may include information on Clients, customer

needs identified, services being provided for Clients, employer needs, reports on progress that has been made on meeting the real time performance metrics, and similar types of information. While these reports may contain information not included in the performance measures previously mentioned, they are metrics required by NALWDB and important to the successful management of the WIOA programs.

The sub-recipient(s) or will also be required to provide to the NALWDB any narrative, statistical, and financial reports related to the elements of the contract(s) in the forms and at such times as required by the NALWDB.

Program Income

The contract(s) will have a provision relating to Program Income. That provision will state that if the sub-recipient(s) receives any program income as a result of activities funded under this contract(s), the income must be properly accounted for and cannot be spent without advance Fiscal Agent approval. Program income must be accounted for according to the requirements of OMB Uniform Administrative Requirements, policies of the WIOA Fiscal Agent, State of New Mexico, and/or the WIOA Act and Regulations.

Property/Capital Expenditures

The contract(s) will have a provision relating to Property/Capital Expenditures. That provision will state that the Sub-recipient(s) shall follow their normal procedures in purchasing, renting, or leasing any property described in the Project Budget. Procurement procedures must be in compliance with the policies of the State of New Mexico for WIOA as outlined in the policy guidance provided by the Northern Area Local Workforce Development Board Office. The provision will stipulate that the property must be handled in accordance with the Property policies of the State of New Mexico. However, it is anticipated that the successful bidders will not be required to make any property or capital expenditures.

Corrective Action

The contract(s) will have provisions describing processes relating to corrective actions. This provision will describe notices to the sub-recipient(s), corrective action steps, corrective action plans, timeframes, and similar provisions.

Patent Rights

The contract(s) will have a provision relating to Patent Rights. That provision will state that if products are produced under this contract(s) to which a patent is granted, the patent rights shall belong to Fiscal Agent, the State of New Mexico, or the U. S. Department of Labor. This provision shall not apply to products produced by the sub-recipient(s) other than this contract(s) and which are used in the performance of the work required by this contract(s).

Recruitment of Clients

The contract(s) will have a provision concerning the recruitment of clients. The sub-recipient(s) will be responsible for recruitment of clients in sufficient numbers and types so that a sufficient level of local WIOA expenditures can be maintained. (The New Mexico Office of Workforce Development has required that forty percent of Youth programmatic expenditures must be on training) The contract(s) will explain that if a sufficient number of clients are not recruited and enrolled, the contract(s) funding levels may be negotiated to adjust staffing levels funded through the contract(s).

Disallowed Costs

The contract(s) that results from this RFP will have certain provisions regarding disallowed costs and audit/monitoring findings. The contract(s) will have provisions that require the sub-recipient(s) to repay any expenditure that is found to be unallowable. The contract(s) will have provisions requiring the sub-recipient(s) to remedy any deficiencies found in audits or monitoring reports prior to additional expenditures or additional receipts of funds.

Contract(s) Administration

The contract(s) that results from this RFP will have certain requirements for contract(s) administration. The contract(s) or will be required to comply with appropriate OMB Circulars, State of New Mexico policy guidance, and applicable local policy guidance from the NALWDB and/or WIOA Fiscal Agent. The proposer must have the technical competence and expertise in management and administration to properly administer the contract(s).

Sub-recipient(s) Self-Monitoring

The contract(s) that results from this RFP will have certain requirements for self-monitoring. The sub-recipient(s) will be required to periodically conduct this self-monitoring to ensure compliance with WIOA and local policies, budgets, performance measures, and similar measures. The NALWDB as the WIOA Fiscal Agent will require the sub-recipient(s) to submit periodic reports on its self-monitoring efforts.

Contract(s) Type

The successful proposer may be offered a standard cost reimbursement and/or a performance-based contract(s) with the potential of profit, depending on the type of entity that is offered a contract(s). The successful proposer(s) will be a sub-recipient(s)

of the NALWDB. The sub-recipient(s) chosen will be reimbursed for costs on a monthly basis. In the case of for-profit entities, profit will be paid on a quarterly basis.

Youth Service Delivery

The Workforce Innovation and Opportunity Act stipulates that a minimum of 75 percent of youth program funds be expended for services to Out-of-School Youth and has defined the age range of those youth to be 14-24 years old, this would mean any youth who at the determination of eligibility has not reached the age of 25. In delivering services to youth, the service provider must recruit, determine eligibility for, and enroll sufficient youth that are Out of School to meet this 75 percent requirement. The sub-recipient(s) must also understand that 75 percent of youth funds must be spent on work related activities as defined at Section 129(c)(2)(C).

Services provided by the Sub-recipient(s) must be provided only to youth that have been determined to meet the criteria for the Workforce Innovation and Opportunity Act. Intake, eligibility determination, development of an individual service strategy, and tracking will be performed using the state supported electronic data base.

Per WIOA 20, CFR Subpart C, Sub-recipient(s) selected through this RFP will provide the following:

1. Program Design:

- Provide an objective assessment of the academic and skill levels and service needs of each participant.
- Develop service strategies for each participant that are directly linked to one or more of the indicators of performance.
- Identify career pathways that include education and employment goals.
- Provide activities leading to the attainment of a secondary school diploma or its equivalent.
- Provide preparation for post-secondary education or training opportunities.
- Provide preparation for unsubsidized employment opportunities.
- Establish effective connection to employers.

2. Program Elements:

- Tutoring, study skills training, instruction and evidence-based dropout prevention strategies that lead to completion of secondary or post-secondary credential.
- Dropout recovery services as appropriate.
- Work experiences that have an academic and occupational education component.
- Summer and other employment opportunities throughout the school year.
- Pre-apprenticeship programs.

- Internships and job shadowing.
- On-the-job training opportunities.
- Occupational Skill Training.
- Education as a workforce preparation activity for a specific occupation or industry
- Leadership development opportunities.

- Supportive Services.
 - Youth Mentoring
 - Follow-up services.
 - Comprehensive guidance and counseling.
 - Financial literacy education.
 - Entrepreneurial skills training.
 - Labor market and employment information.
 - Activities that help youth prepare for and transition to post-secondary education and training.
3. Referrals for Youth- The sub-recipient must ensure that the referral requirements in WIOA Section 129(c) (3) for youth not meeting eligibility criteria are met, including:
- a. Providing these youth with information regarding the full array of applicable or appropriate services that may be available through One-Stop partners or other appropriate entities serving youth; and
 - b. Referring these youth to appropriate training and educational programs that have the capacity to serve them either on a sequential or concurrent basis. The Sub-recipient(s) must ensure that the referral requirements in WIOA Section 129(c) (3) for youth that do not meet the enrollment requirements of a particular program or who cannot be served by the program are met, including:
 - c. Referral for further assessment, as necessary, and
 - d. Referral to appropriate training or educational programs that have the capacity to serve them either on a sequential or concurrent basis.
4. Establish a system whereby concernment enrollments can occur between the adult and youth programs.
5. Develop a summer youth employment program that meets requirements within parameters of the WIOA.
6. Establish partnerships with organizations to leverage costs and avoid duplication of effort.
7. Develop delivery strategies for youth services.
8. Establish delivery strategies focusing on targeted sectors and industries.

Special Projects Proposed

Proposers may wish to present information on any special projects that the proposer believes will be of benefit to workforce customers. Should these special projects require an additional expenditure of funds, the proposer should include an estimate of the additional amount needed. If the proposal requires staff to provide WIOA services in a location other than in a workforce center, the reasoning for that type of proposal needs to be completely explained. The cost of such a project including the overhead involved in not being located in a workforce center should be completely itemized. The inclusion of any special projects in a proposal that is ultimately funded does not commit the NALWDB to fund the special projects. Proposals that involve services provided in a non-

workforce center will be graded in the same manner as all other proposals.

National Emergency Grant / TAA Services / Competitive Grants

If National Emergency Grants or TAA Grants are received; the service provider must provide services to those new dislocated workers. If new National Emergency Grants or TAA Grants are received which require additional staffing to provide services, the service provider and the Fiscal Agent may negotiate a modification to the service provider contract(s) for any additional costs that are required in providing these services. If the NALWDB receives any other grants that include services being delivered in a one-stop environment, than the service provider and NALWDB may negotiate a modification to the existing contract(s) are any additional costs required in providing these services.

Delivery of Services - Information on the One Stop System

The Northern Area Local Workforce Development Board has selected the following locations for New Mexico Works Centers in their workforce area. The NALWDB is also looking at ways to improve the quality and quantity of services available to Clients through centers and reserves the right to move the sub-recipient(s)' staff to other locations or centers as identified by NALWDB. The contract(s) may require the sub-recipient(s) to provide a center manager as well. Currently centers are located in Santa Fe, Taos, Gallup, Farmington and Las Vegas, Raton, Sub-One Stop offices are in, NMSU Grants and Santa Fe Community College . The selected sub-recipient(s) will work with the board to determine the most efficient use of staff to ensure adequate services are provided in each of the centers. Proposals will include an estimation of staffing levels or alternative methods of providing services in each of the center locations. The use of population, employment opportunities, etc. should be used in justifying their proposal for staffing patterns.

IMPORTANTE! Este documento contiene **información importante** sobre sus derechos, responsabilidades y/o beneficios. Es importante que usted entienda la información en este documento. Nosotros le podemos ofrecer la información en el idioma de su preferencia sin costo alguno para usted. Lisa Ortiz at **(505)986-0363** para pedir asistencia en traducir y entender la información en este documento.

Proposal

This RFP contains a proposal format. This must be followed. All data shown on the outline must be fully explained. The signature page must be completed, signed, and notarized or the proposal will not be accepted for review.

Submitting the proposal will constitute a legal, binding offer for a period of not less than 90 days from the date of the submitting of the proposal.

Proposers must submit one original (so marked, with original signatures) proposal, Four paper copies (for a total of Five response packages) and one (1) electronic copy (in .pdf format via flash drive) to: Lisa Ortiz, 525 Camino De Los Marquez, Suite 250. Santa Fe New Mexico 87505.

All proposals must be received in a sealed package by January 16, 2023 at 4:00pm MST. Proposals received after this date and time will not be considered. Proposals must be marked on the outer packaging with information identifying the sender and the statement: "Proposal for Northern New Mexico WIOA Youth Programs".

Proposals may be mailed via regular mail, express delivery or hand-delivered. Because this is a sealed bid process, faxed or emailed proposals are not acceptable.

NALWDB is not liable for any costs incurred by organizations prior to awarding the contract.

The copy marked "Original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. Proposals must reference the Request for Proposals and be sent to the specified address. Container(s) utilized for original documents must be clearly marked ORIGINAL DOCUMENTS. Please note that the address label must appear as specified on the face of each container. Regardless of the reason, proposals received late will not be accepted and will be returned to the sender unopened. If a recipient phone number is required for delivery purposes, (505)986-0363 should be used.

Data contained in the proposal and all documentation provided therein, become the property of the NALWDB. The data and documentation contained therein will not become public information until a contract is approved and signed. If the bidder wishes to have any information withheld from the public after the contract is signed, such information must fall within the definition of proprietary information contained within New Mexico's public record statutes. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes NALWDB to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire RFP as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished and other information which if released would give advantage to business competitors and serve no public purpose. Bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, NALWDB is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information. Emphasis should be concentrated on conformance to the Request for Proposals instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired. Proposals will be evaluated by members of the Evaluation Committee. This committee will consist of NALWDB Board members and staff with the appropriate expertise to

conduct such proposal evaluations. Names of the members of the Evaluation Committee will become public information.

Prior to award, bidders are advised that only the point of contact can clarify issues or render any opinion regarding this Request for Proposals. No individual member of the NALWDB Board, NALWDB staff, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposals.

Submission of Proposals

Proposal Sequence and Checklist of Documents that must accompany this application:

This page is only for instructions and should not be included as a part of the completed proposal.

1. The cover page (should address the services and area being proposed)
2. The narrative sections (A-H)
3. The Certifications and Signature section (I)
4. In Kind Costs Contributed Forms
5. Budget Information Forms
6. Projected Performance Form
7. Pages from your recent audit report/monitoring reports

All pages must be numbered. The cover page must be page #1. Please check the formatting of the pages containing charts. Each of those pages should fit on a single page. A 12-point font must be used in creating your response.

Your completed proposal must be submitted to the location and within the time limits as shown in the RFP package attached.

Budget Information

Budget forms are provided in section 9 of this RFP. Those forms are to be used to present your proposed budget.

Indirect Rates: Indirect costs are general operating expenses which are necessary for providing the proposed service but are not readily assignable to anyone-cost objective such as postage, telephone, and supply costs. The method for determining the indirect cost rate must be indicated in the budget detail. Those agencies with an approved federal negotiated indirect cost rate may not request indirect costs in excess of the approved indirect cost rate. A copy of the approved indirect cost rate plan must be provided to NALWDB before the budget is approved. Those agencies without an approved indirect cost rate must demonstrate how the indirect costs are prorated against the general operating expenses of the agency. The rate for indirect costs must be deemed reasonable and in line with the application of indirect cost rate for other programs of the applicant.

Indirect costs and allocated costs can be charged to the contract(s) only if the proposer

has an approved indirect cost plan or cost allocation plan included with the budget. The

budget should be presented for the period of time that is shown in the Dates and Deadlines section of this RFP. The Budget Information Forms should be used and must be completed by detail line items. Multiple pages of these forms may be necessary. If multiple pages are used, please label them appropriately.

Proposers should include costs such as, but not limited to:

Staff Salaries

Staff Fringe Benefits

Staff Travel and Training

Insurance

General Liability (\$_____per occurrence/\$_____Annual Aggregate)

Blanket Bond (Theft/Employee Dishonesty) (\$_____)

Workers Compensation

Unemployment Insurance Employee POV Coverage

Contract(s) Management

Profit (if applicable)

Audit

Proposers will need to include the cost associated with provision of direct client support to Youth participants in their proposal. This amount is established by NALWDB and targeted amounts will be made available in the budget information. This will include work experience wages, reimbursements for OJT, payment of voucher for approved training and supportive services cost.

Cost not included in proposers' budgets include special projects approved by the NALWDB, the workforce system management, rent, utilities, janitorial services, internet access fees, lawn and grounds maintenance, equipment purchases, equipment maintenance, equipment software, and assessment supplies for One Stop Centers.

An estimate of any in-kind costs that may be provided should be included on the In-Kind Costs Contributed forms.

The actual costs incurred during the performance of the contract(s) will require that the actual costs be distributed among various cost categories or funding streams. That distribution will be based upon the sub-recipient(s)' cost allocation plan or based upon instructions from the NALWDB or Fiscal Agent.

Cover Page

Proposal For: Integrated Services for Youth Services

To: Northern Area Local Workforce Development Board

Proposer Information

Legal Name:

Address:

Date This Proposal Was Prepared:

Proposers Federal Tax Identification Number:

Total Budget of This Proposal: \$

Proposers Contact Information and Description of Organization.

(Page Limit

– 5)

The proposer should name a responsible person as the contact person. This individual should be familiar with the capabilities of the proposing organization, knowledge in contracting including financial budgets, and should have the authority to negotiate contractual issues on behalf of the proposer.

1. Include the full name, title, address, telephone numbers, fax numbers, e-mail, addresses, etc.
2. Include a description of the entity type and the principal functions which are performed by the proposer entity.
3. Include an organizational chart showing names and positions.
4. Include data on how long your organization has been in business and how long your organization has been providing services similar to those being proposed.
5. Include a list of references with their contact information, how long you have worked with them and in what capacity.

- B. Prepare a narrative outlining how you will provide the staff to fulfill the required activities in the RFP and provide service at all workforce locations. Please separate your responses into sections according to what your proposal covers. Your response to this section would be separated into the same headings as below. (Page Limit – 20 in total for both sections)**

Youth Services

- Describe the service delivery structure that will be used for Youth Services. Please address what kinds of methods you will utilize to modify youth to become engaged and remain engaged until they achieve a positive outcome.
- Describe the methods to be used in recruitment of eligible youth. Explain how you will make certain you will recruit youth that will reflect the youth demographics of the area and ensure that all section of the area have youth participating in the program.
- Describe how you plan on meeting the percent funding level required for out-of –school and youth and specifically how you will establish a program that focuses on that population.
- Describe the process that you will use in identifying the specific program elements that are needed for youth. Describe your methods of identifying

these elements that are currently available within the community. Describe your methods of communicating the need to make certain elements available through NALWDB fiscal agent procurement.

- For each of the program elements, provide a short narrative explaining the typical needs/deficiencies that will be addressed through the element and the planned outcomes. Specifically address how out of school youth that are basic skills deficient be engaged in regular remediation to ensure their literacy/numeracy gain within one year of enrollment.
- Describe the follow up services that will be provided.
- Describe how your service delivery will contribute to the workforce development area effort in meeting the goals and outcomes shown in the Youth Program Goals and Outcomes section of the RFP, as well as meeting negotiated state performance goals.
- The Board will require surveys to be completed by youth clients after each of the group activities or training they attend. Describe how you will develop and implement this process as well as describe how it will be used to make adjustments in future activities.
- Include a description of any special projects that the proposer feels would be of benefit to workforce youth Clients.
- Describe how you will interact with our pilot program focusing on a holistic approach to keeping foster youth engaged in secondary school and moving them to post-secondary training.

C. Qualifications of Staff. (Page Limit – 8)

1. Describe the qualifications for staffing that will be providing services to the Clients.
2. If staff has already been selected for this project, provide names and prior experience of each staff.

D. Program and Performance Measures. (Page Limit – 12)

1. Prepare a narrative relating your understanding of each of the performance measures.
2. Explain fully the steps you will take to assist the Northern Area Local Workforce Development Board in meeting the negotiated state performance measures. Describe the processes you will utilize to ensure that you meet the required performance negotiated in the contract. Complete Projected Performance Form.

E. Previous Experience. (Page Limit – 7)

1. Describe your previous/current experience in delivering similar programs or services.
2. Provide data that will show the demonstrated effectiveness of those programs or services. This should include financial as well as programmatic demonstrated effectiveness.

3. Describe past experience with service integration, functional supervision, information sharing, joint case management of mutual clients, cross training of staff.
4. Describe past description in the development of Individual Employment Plans (or similar terminology) for programs similar to WIOA. Include the entity name, contact person, and telephone number of references.

F. Monitoring and Self-Evaluation. (Page Limit – 2)

1. Describe the monitoring and self-evaluation procedures that will be followed. This should include the processes, the activities that will be monitored, who is responsible for the monitoring, and procedures by which deficiencies noted are corrected.
2. Include a description of the self-evaluation procedures that will be followed for analyzing expenditures versus budget or other measurements.
3. Include a description of your audit plan.
4. Include a copy of the auditor's opinion page from your most recent audit. If there were questioned costs or audit findings, include a copy of the pages which describe those questioned costs and/or findings. (Audit not included in page limitation)

G. Budgets. (Page Limit – 3 (Budget forms not included in page limit)) Present a program budget by line item using the Budget Information Forms. Proposers should refer to the Budget Information section of the RFP for additional information regarding budget content. It will be necessary to complete a separate Budget Information Forms and In Kind Contributions Form.

If the proposer wishes to make comments regarding the budgets, the proposer should prepare a narrative to include those comments.

H. Present a Statement of Administrative Ability. (Page Limit – 2)

1. Include a statement explaining the systems that you have in place and how they will provide the administrative support that is necessary to carry out their tasks.
2. Include a description of financial systems and include a narrative describing your cost allocation plan.
3. Describe systems that are in place to prevent over obligations of funds.
4. Describe procedures that are in place to insure proper charging of costs to cost categories, grants and contract(s), and other cost objectives.

I. Certifications and Signature

Certificate Regarding Drug Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CFR Part 98, Section 98.305, Section 98.20 and

Subpart F, as amended in Volume 60 of the Federal Register on June 26, 1995 at 20 CFR Section 98.600.

The Proposer certifies that it will continue to provide a drug-free workplace and that it is and will continue to be in compliance with the Drug-Free Workplace Act.

Certificate Regarding Conflict of Interest

The Northern Area Local Workforce Development Board maintains a written code of conduct that governs the performance of its members, the Youth Committee, employees, and agents engaged in the award and administration of contracts.

The proposer certifies that it is either not aware of any potential conflicts of interest between itself and the Northern Area Local Workforce Development Board or that if there is a potential conflict of interest between itself and the Northern Area Local Workforce Development Board, the proposer shall declare this potential conflict of interest below:

Certificate Regarding Debarment

The proposer certifies that it and its principles: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract(s) under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in this paragraph; and (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Certificate Regarding Lobbying

The proposer certifies that no funds have been paid or will be paid by or on behalf of the proposer, 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 the awarding of any Federal contract(s), the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract(s), grant, loan, or cooperative agreement. The proposer certifies that it is aware that a Certificate Regarding Lobbying, Certification for Contracts, Grant, Loans, and Cooperative Agreements will be included in the contract(s) that will be awarded through this proposal.

Certificate Regarding Compliance with Federal Laws

The proposer certifies that it is an Equal Opportunity Employer and is in compliance with 29 C.F.R. §38.25 in addition to Section 188 of the Workforce

Innovation and Opportunity Act, the Americans With Disabilities Act, the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975, and Executive Orders 11246 and 11375. The proposer certifies that it will provide guidelines for client grievance procedures.

Certification of Intent to Participate in the One Stop Delivery System

The proposer certifies that it, if selected for a contract(s) through this proposal,

agrees to support the WIOA One Stop concept and agrees to establish a cooperative and mutually beneficial relationship between the One Stop Partners to participate in the planning and implementation of individual and mutual duties, obligations, and responsibilities under the Workforce Innovation and Opportunity Act. The proposer certifies that it will participate in the local integration plan and will fully participate in the integrated and functional delivery of services that have been approved by the Workforce Development Board.

Certification of Indemnification

The proposer certifies that it is aware that an indemnification clause will be included in the contract(s) that is awarded as a result of this proposal. The proposer certifies that it is aware that the indemnification clause will state that the proposer (contract(s)or) shall indemnify and hold harmless the Northern Area Local Workforce Development Board, the Northern Area Local Workforce Development Board officers, agents, and employees and the Northern WIOA Consortium of Chief Elected Officials from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the proposer (contract(s)or) or any of its employees, agents, volunteers, sub-recipient(s), or representatives.

Certificate Regarding Cost

The proposer certifies that to the best of its knowledge and belief, the cost data submitted is accurate, complete, and current at the time this proposal is submitted.

Certificate Regarding Transitioned Clients

The proposer certifies that it will honor the original plan of service to all clients that are being transitioned from a previous service provider. Clients that are “transitioned” are those eligible youth, that are receiving WIOA services and have been registered as a WIOA client prior to the effective date of the contract(s) arising from this RFP. The proposer certifies that services to those transitioned clients will not be interrupted.

Attachments

Certificate Regarding RFP Content

The proposer certifies that it has read all of the information presented in the RFP. The proposer certifies that it understands that the contract(s) that will arise from this RFP will have the conditions, stipulations, and requirements that are stated in the RFP and that the contract(s) will have other legal provisions that are standard and customary contract(s) provisions, but which are not specifically shown in this RFP.

The proposer (proposer's representative) being duly sworn upon oath, deposes and says:

- That I executed the accompanying proposal on behalf of the Proposer, and that I had the lawful authority to do so.
- That the prices in this proposal have been arrived at independently.
- That the Proposer has not directly or indirectly entered into any agreement, express or implied, with any other actual potential proposer or Proposers having for its objective the controlling of the amounts of proposals, or the limiting of the number of proposals or proposers.
- That the Proposer has not paid, given or donated or promised to pay, give or donate to the NALWDB or any officer or employee of the NALWDB any money or other thing of value, including any special consideration, either directly or indirectly, in seeking to procure this contract(s).
- That, unless otherwise required by law, the prices quoted in this proposal have not been and will not be knowingly disclosed by Proposer until after proposals are opened.
- I understand that this proposal represents a legal offer to provide the services herein described, at the prices stated herein. This proposal is binding for a period of 60 days from the date submitted.
- That, by signing and submitting this proposal, the proposer agrees to each of the certifications contained in this proposal.

Signature of Proposers Representative

Typed Name and Title

Name of Proposer

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
SEAL

My Commission Expires ___/___/

Estimated In-Kind Costs Contributed

Proposer Name: _____

Budget For Period: _____ Date

Detail Of In Kind Cost Item	Basis For Determining The Amount	Amount
Total of All In Kind Costs		

Budget Information Forms

Proposer Name: _____

Budget For
Period:

Date

Detail Budget Item	Basis For Determining The Amount		Youth	Total Costs

Proposed Budget – WIOA Title I Services
(Need a separate budget for Youth)

Proposed Budget Date-Date

	Cost	% of Total
Staff Salaries:		
Staff Fringe:		
Staff Travel:		
Staff Training:		
Direct Client Cost (Pass through)		
Program Management:		
Profit:		
Total Proposed Cost Reimbursement Budget:		100%

Direct costs are those costs associated with staff providing direct client services and housed in a workforce center.

Program Management is the costs associated with the corporate overhead cost in administering the contract(s). These costs would typically include the cost of required insurances, audit, a portion of space rental, communications needs, utilities, accounting functions and other necessary administrative costs. The proposed cost should be documented and explained in the budget narrative. The bidder would need to detail how cost would be shared and distributed to the locations in the area they propose to serve. If the organization has an approved indirect rate, then their proposed indirect cost would be shown on this line.

Staffing Costs – WIOA Title 1 Services

Salaries: Include all positions, which will be charged to the contract(s) award. Record the number of people who will fill the position, the position’s gross monthly salary, its time distribution to WIOA by cost category, and the number of months the position will be filled. “Program total” is a sum of these factors.

Direct Programmatic Costs:					Leveraged from other Programs/Resources:				
# of Positions	Title * (must be described below)	Gross Monthly Salary (\$)	% of Time	# of Months	WIOA Total Cost (\$)	Other Program Name	Salary %	Other Program Total	Both: WIOA and Other Program(s) Total (\$)

--	--	--	--	--	--	--	--	--	--

Projected Performance – Youth Services

Period of Performance: Date-Date

Projected Cumulative Client Service Levels	Ending 12/31/19	Ending 3/31/20	Ending 6/30/20	Ending 9/30/20
Youth Enrolled				
Youth Receiving Occupational Training				
Youth Obtaining an Educational Credential				
Youth Entering Employment				
Youth Entering Work Experience				
Youth Enrolled in STEM Training				
Youth Entering On-The-Job Training				
Expenditures Rate on Work Related Activities >20%				

Expenditure Rate on OSY >75%

Customer Satisfaction Rate

Selection Process

The proposal criteria provide a guideline for proposers and reviewers; however, the final decision for contract award rests solely with the Board. The Board is not required to contract with the entity receiving the highest score as a result of the proposal review process. Proposals that do not meet minimum standards will be considered nonresponsive. Proposers that meet the minimum standards may be asked to make an oral presentation and answer questions about their proposal.

Minimum standards

The proposal and required copies must be received by January 16, 2023 at 4:00 pm, via U.S. mail, express mail, or hand-delivery.

1. Proposals must meet the proposal requirements contained in Section II. B. Proposal Narrative Requirements.
2. Proposers must be eligible bidders as described in Paragraph C. Eligible Bidders above.
3. The proposer's authorized signatory authority must sign the proposal and all signature forms contained therein.
4. Proposers who intend to use established sub-recipient(s) to provide services must include original certifications from each sub-recipient attesting to their agreement to all terms of the proposal and any resulting contract.

The primary consideration in selecting agencies or organizations shall be the effectiveness of the agency or organization in delivering comparable or related services based on demonstrated performance. This determination shall be in writing and take into consideration such matters as whether the organization has:

1. The ability to meet the program design specifications at a reasonable cost, as well as the ability to meet performance goals;
2. Adequate financial resources or the ability to obtain them;
3. A satisfactory record of past performance (in job training, basic skills training, Youth activities), including demonstrated quality of training and reasonable dropout rates;
4. The ability to provide, or arrange for, appropriate supportive services as specified in the individual employment plan;
5. The ability to provide services that can lead to the achievement of competency standards for participants with identified deficiencies;

6. A satisfactory record of integrity, business ethics, and fiscal accountability;
7. The necessary organization, experience, accounting, and operation controls; and
8. The technical skills to perform the work.

The Proposal Evaluation Committee will meet to discuss the proposals and develop recommendations. The Proposal Evaluation Committee may request additional information from any proposer prior to selecting the winning sub-recipient. The top finalists may be invited to make a 20 - 30-minute presentation followed by an opportunity to respond to follow-up questions by Committee members.

Upon conclusion of the review process, the Proposal Evaluation Committee will authorize staff and the fiscal agent to enter negotiations. The Board has empowered the RFP/Evaluation Committee to make such a decision.

Limitations

1. The Board is not liable for any cost associated with responding to this RFP and will not authorize such costs as part of the contract with the selected organization.
2. The Board reserves the right to accept or reject any or all proposal received, to cancel or reissue this RFP in part, or its entirety.
3. The Board reserves the right to award a contract for any items/services solicited via this RFP in any quantity the Board determines is in its best interest.
4. The Board reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary.
5. The Board reserves the right to negotiate the final terms of any and all contracts or agreements with proposers selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the workforce area.
6. The Board reserves the right to contact any individual, agency, employer or grantees listed in the proposal, to contact others who may have experience and/or knowledge of the proposer's relevant performance and/or qualifications; and to request additional information from any and all proposers.

- 7.** The Board reserves the right to conduct an on-site review of records, systems, procedures, including credit and criminal background checks, etc. of any entity selected for funding. This may occur either before or after the award of a contract or agreement. Misrepresentation of the proposer's ability to perform as stated in the proposal may result in cancellation of any contract or agreement awarded.
- 8.** The Board reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this procurement if adequate funding is not received from the U.S. Department of Labor via the Northern Area Local Workforce Development Board Office or other funding sources or due to legislative changes.
- 9.** Proposers shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the Board for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.
- 10.** No employee, officer, or agent of the Board shall participate in the selection, award or administration of a contract supported by WIOA funds, if a conflict of interest, or potential conflict, would be involved.
- 11.** Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposer's bid to be rejected. This does not preclude partnerships or subcontracts.
- 12.** All proposals submitted must be an original work product of the proposers. The copying, paraphrasing or otherwise using substantial portions of the work product from other entities and submitted hereunder as original work of the proposer is not permitted. Failure to adhere to this instruction may cause the proposal to be disqualified and rejected.
- 13.** The contents of a successful proposal may become a contractual obligation if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer as a basis for release of proposed

- 14.** Services at the stated price/cost. Any damages accruing to the Board as a result of a proposer's failure to contract may be recovered from the proposer.
- 15.** A contract with the selected proposer may be withheld, at the Board's sole discretion, if issues of contract or questions of non-compliance, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. The Board may withdraw award of a contract if the resolution is not satisfactory to the Board.

Right to File Grievance

Any organization making application under this RFP has the right to file a grievance. A bidder may file a protest in writing, with the NALWDB Executive Director, who will then have 7 working days in which to reach an informal resolution of the protest.

Lisa Ortiz, Executive Director
Northern Area Local Workforce Development Board
525 Camino de los Marquez,
Santa Fe, NM 87505

Should the protest not be resolved within 15 days, the bidder may submit in writing a protest to the NALWDB Executive Committee. The Executive Committee will then have 2 days to reach a decision. No further appeals will be allowed.

NALWDB office and/or USDOL shall review a complaint or protest regarding sub-recipient selection procedures only if the complainant furnished evidence that:

- 1.** All administrative remedies of the NALWDB Executive Director and the Executive Committee have been exhausted;
- 2.** The complaint involves a violation of federal law or regulation (federal jurisdiction); a violation of State law or regulation (State jurisdiction); or a violation of the New Mexico's Workforce Area protest procedures.

Evaluation

Proposals received subsequent to the deadline will not be reviewed and considered for funding. The signature page must be complete, signed, and notarized or the proposal will not be considered.

A proposal must receive at least 150 points to be considered for a contract. This does

not mean that a proposal receiving a score of 150 points or higher will automatically receive a contract. Considerations will be given to the entire evaluation process in order to maximize the benefit to the businesses, jobseekers and youth that make up our customer base. A proposal receiving less than 150 points will be considered to be unacceptable. The total maximum points that can be awarded are 200. The following criteria will be used to evaluate all proposals. The evaluators will award some, all, or none of the points that are shown for each evaluation item.

Evaluation Item	Range	Maximum Points
Format and Completeness. Up to 10 points may be deducted if the proposal submitted does not follow the prescribed format or if other forms are not satisfactorily completed.	0 – (-10)	0
Delivery of The Services Required In the RFP (B)	0 - 35	35
Qualifications of Staff (C)	0 -15	15
Performance Measures (D)	0 - 30	30
Previous Experience (E)	0 – 30	30
Monitoring and Self-Evaluation (F)	0 - 10	10
Budgets (G)	0 - 35	35
Administrative Ability (H)	0 - 10	10
Demonstrated Knowledge of Programs, Objectives (All)	0 - 35	35
Totals	-10 - 200	200

Northern Area Local Workforce Development Board
Program Year 2019

Application Form

On behalf of:

Bidder Organization

Street Address

Mailing Address

City State Zip Code

Proposed Service

I am submitting the attached proposal for the delivery of Program Year 2019 services funded under the Workforce Innovation and Opportunity Act of 2014, PL 113-128 and its accompanying regulations, and I certify that I am authorized by the bidder to bind them to this proposal.

I certify that the contents of the application are truthful and accurate and the above named bidder agrees to comply with the policies stated in this application; and that this application represents a firm request subject only to mutually agreeable negotiations; and that the above named bidder is in agreement that the Northern Area Local Workforce Development Board reserves the right to accept or reject any proposal for funding; and that the above-named bidder has not been debarred or suspended from receiving federal grants, contracts, or assistance and that the above-named bidder waives any right to claims against the Chief Elected Officials (CEO), members and staff of the Northern Area Local Workforce Development Board, Inc.

I understand that the Northern Area Local Workforce Development Board or the CEO has no obligation to fund this proposal and that no obligation will exist until a contract has been negotiated and entered. Upon issuance of a contract, I certify I will carry out the goals of the program according to the terms and conditions set forth in the contract and modifications thereto, including the Project Design and the Budget. I further certify that agency officials listed below are authorized to negotiate a binding contract for the bidder and will be available during proposal evaluation.

Name _____ Title _____

Address _____ City _____ State _____ Zip _____

Phone _____ email _____

Signature _____

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:

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, and 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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 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 Dollar Amount and not more than Dollar Amount for each such failure.

_____	_____
Name of Grantee or Sub-recipient	WIOA Title I Program/Title
_____	_____
Typed name of Certifying Official	Signature Date

Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CFR Part 98, Section 98.305.320 and Subpart F.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- Establishing a drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The grantee's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.

- Notifying all employees that, as a condition of employment under the grant, the employee will:

- Abide by the terms of the statement; and
- Notify the employer in writing of his or her conviction for a violation of a criminal drug statute for a violation occurring in the workplace no later than five days after such conviction.

- Notifying the agency within ten days after receiving notice under paragraph D.2. with respect to any employee or otherwise receiving actual notice of such conviction. Employers of convicted employees provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working. The Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

- Taking one of the following actions, within days of receiving notice under paragraph D.2., with respect to any employee who is so convicted

- Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

- 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;

- Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).

Signature_____

Date_____

—

Typed Name and Title of Authorized Representative

Certificate Regarding Conflict of Interest

By signing and submitting this Certificate Regarding Conflict of Interest the undersigned covenants that no officers, members or employees of its governing board have any interest, and that none shall acquire any interest, direct or indirect, that would conflict with full and complete execution of this contract. Sub-recipient further covenants that in the performance of this contract, no person having any such interest will be employed. [WIOA Section 107 (h)]

No employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit no accept gratuities, favors or anything of monetary value from sub-recipients, or parties to sub agreements.

Signature

Date

Typed Name and Title of Authorized Representative

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

Applicant Organization _____

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 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).

The prospective primary participant, (i.e., grantee) certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certifications, such prospective participant shall attach an explanation to this proposal.

Signature

Date

Typed name and Title of Authorized Representative

Certification of Bidder

_____, of lawful age, being first duly sworn, on oath says: **1.** (S)he is the duly authorized agent of _____ the offeror submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among offers and between offerors and state officials and employees, federal officials and employees, Northern Area Local Workforce Development Board members and employees, local elected officials and employees, as well as facts pertaining to the giving or offering of things of value to any of the afore mentioned parties in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; **2.** (S) He is fully aware of the facts and circumstance surrounding the making of the offer to which this statement is attached and has been personally directly involved in the proceedings leading to the submission of such bid; and **3.** Neither the offeror nor anyone subject to the offeror's direction or control has been a party: **a)** to any collusion among offerors in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, **b)** to any collusion with any state official or employee, federal official or employee, Northern Area Local Workforce Development Board member or employee, local elected official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor **c)** in any discussions between offerors and any state official, federal official, Board member, local elected official concerning exchange of money or other thing(s) of value for special consideration in the letting of the contract.

Signature

Date

Typed Name and Title of Authorized Representative