



LOWER SHORE WORKFORCE ALLIANCE DIVISION
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Request for Proposal

Program Year 2019

WIOA Out-of-School Youth Services

Number: LSWA2019-2004

Sealed proposals, plainly marked as such will be received at:

Tri-County Council for the Lower Eastern Shore of MD
Attention: Procurement Officer
31901 Tri County Way, Ste. 201
Salisbury, Maryland 21804

Bid/Proposals are due on or before **July 12, 2019 at 12:00 PM.**
After this time, they will no longer be accepted.

Funded by the Workforce Innovation and Opportunity Act through the
Lower Shore Workforce Alliance, a division of the
Tri-County Council for the Lower Eastern Shore of Maryland

It is the policy of Tri-County Council not to discriminate on the basis of age, gender, race, color, religion, national origin, marital status, sexual orientation, genetic information or disability in the admission and treatment of participants, access to educational programs and activities, and terms and conditions of employment.



Serving Somerset, Wicomico and Worcester Counties



TABLE OF CONTENTS

SECTION A – REQUEST FOR PROPOSAL GUIDANCE

General Information	p. 1
Solicitation	p. 2
Programmatic Requirements	p. 4
Performance Requirements	p. 9

SECTION B – PROPOSAL REVIEW PROCEDURES & PROCESS

Proposal Preparation and Submission	p. 11
Proposal Evaluation	p. 13
Contracting Details	p. 15

SECTION C – ATTACHMENTS

Component Checklist	p. 19
Attachment A: Proposal Coversheet	p. 20
Attachment B: Budget Summary	p. 21
Attachment C: Staff Budget	p. 22
Attachment D: Performance Projections	p. 23
Attachment E: Conflict of Interest Disclosure	p. 24

SECTION A

GENERAL INFORMATION

Background

The Lower Shore is a designated Local Workforce Development Area (LWDA) under the Workforce Innovation and Opportunity Act (WIOA) of 2014. The Lower Shore Workforce Alliance (LSWA), a division of the Tri-County Council (TCC) for the Lower Eastern Shore of Maryland, has assumed the primary obligation for implementing and coordinating WIOA funded training and employment programs for Somerset, Worcester, and Wicomico counties.

LSWA, under the leadership of the Local Workforce Development Board (LWDB), is committed to building and sustaining a successful workforce for the lower shore of Maryland and providing policy and oversight of WIOA funds and programs.

Purpose

The purpose of this RFP is to identify service providers for WIOA Out-of-School Youth training and employment services. This RFP will provide guidance for the development and submission of proposals for these funds.

The purpose of programs funded under WIOA is to prepare youth and young adults facing serious barriers to employment for participation in the labor force by providing training and other services that: lead to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential; prepare for postsecondary educational and training opportunities; provide strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials; prepare for unsubsidized employment opportunities, in appropriate cases; and effectively connect to employers in in-demand industry sectors and occupations of the local and regional labor markets.

General Conditions

Respondents are advised of the following conditions set forth by Tri-County Council and Lower Shore Workforce Alliance (TCC/LSWA):

- TCC/LSWA does not pay for any costs incurred in the preparation of proposals in response to this RFP.
- TCC/LSWA staff will conduct a site visit and risk analysis for each qualified respondent during the period of July 22, 2019 – July 26, 2019.
- This RFP does not constitute a commitment for funding. Respondents selected as a result of the RFP process must participate in contract negotiations with TCC/LSWA.

- TCC/LSWA reserves the right to reject or accept proposals, negotiate with qualified sources, cancel, reject, alter, modify or amend this RFP in part or in its entirety if it is in the best interest of TCC/LSWA.
- Agencies selected to contract for training programs may be required to submit programmatic, financial or other revisions of their proposal, which may have resulted from negotiations prior to an agreement to contract.
- Awardees will receive and be required to sign the “Sub-recipient Contract, Program Guidance, and Responsibilities” document to be provided by TCC/LSWA.
- The decisions of TCC/LSWA regarding the rating and selection of proposals for funding are final.

Useful Links

Subject	Link
Tri-County Council for the Lower Eastern Shore of Maryland	www.lowershore.org
Lower Shore Workforce Alliance	www.lswa.org
Workforce Innovation and Opportunity Act (Section 129-Youth workforce investment activities)	www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf
Department of Labor: WIOA Final Rule (Part 681-Youth Activities)	www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-15975.pdf
Department of Labor: WIOA Guidance	wdr.doleta.gov/directives/All_WIOA_Related_Advisories.cfm
WIOA Resources	www.doleta.gov/wioa/
Department of Labor, Licensing and Regulation Policy Issuances	www.dllr.state.md.us/employment/mpi/

SOLICITATION

TCC/LSWA utilizes the Request for Proposal (RFP), a competitive bid process, to select service providers for the delivery of training and employment programs funded by the Workforce Innovation and Opportunity Act.

***Priority will be given to programs that will serve eligible residents of all three counties (Worcester, Somerset, and Wicomico) of the Lower Eastern Shore.**

Eligible Applicants

The following legal entities are eligible to submit a proposal:

- Government agencies

- Private non-profit organizations
- Private for-profit businesses
- Educational entities

An organization shall not be considered if:

- It has been debarred, suspended, or otherwise excluded from or ineligible to apply for Federal funds.
- At the discretion of TCC, there is good and just cause.

Eligible entities may apply individually or as a consortium. Although not required, proposals which reflect a consortium approach with a lead applicant who manages the program with other providers involved in a structured design are encouraged. This allows for individual entities to both reach a greater population and unify their strengths for a stronger overall benefit to the youth participants.

Availability of Funds

The estimated amount available to award for Program Year 2019 is \$600,000. LSWA intends to select more than one sub-grantee, with no single award expected to exceed \$250,000.

Funding for contracts awarded as a result of this process shall be contingent upon continued federal authorization for program activities and is subject to amendment or termination due to lack of funds or authorization. Proposals submitted under this RFP may be considered for funding for the period beginning October 1, 2019 based on funding availability, program performance, and the agency's training needs.

Funding Period

Service providers selected under this solicitation will be engaged to provide programs for the next three program years. However, because funding allocations are announced annually, each program year will begin a new contract negotiation. The negotiations will, at a minimum, identify the number of carry-in individuals from the prior year, number of new participants to be served, a new program narrative, new performance projections and a new annual budget.

	Program Year	Dates
Contract Year 1	PY19	October 1, 2019 – September 30, 2020
Contract Year 2	PY20	October 1, 2020 – September 30, 2021
Contract Year 3	PY21	October 1, 2021 – September 30, 2022

Incumbent providers who apply under this solicitation should not propose or budget for carry-in participants from previous grants.

Funding Allocations

Providers may serve one, two or three counties. In order to ensure that residents of all three lower shore counties receive equal opportunities, the Workforce Development Board has approved a formula for the distribution of funds for out-of-school youth programs. In order to comply with the formula, the review committee will consider the service area and number of proposals received when selecting vendors. **Your narrative must specifically address this formula.**

Somerset	35%
Wicomico	40%
Worcester	25%

Financial Requirements

Selected providers become sub-recipients of Federal funds under WIOA. As such, the entity must abide by the code of Federal Regulations 2 CFR 200, also known as “Uniform Guidance.”

Funds are provided on a monthly reimbursement basis therefore LSWA recommends having three months operating capital on-hand throughout the term of each contract.

The financial condition of each bidder will be assessed including financial solvency, fiscal capacity and potential risk to LSWA. This will be done through on-site visits, interviews with key personnel, and evaluation of prior audits or financial reviews.

Community Collaboration

Proposals must demonstrate partnerships with other contractors or other youth or adult service providers in order to best serve the needs of participants. Effective partnerships and collaborations across various service providers will produce a greater outcome than working in silos or independently.

PROGRAMMATIC REQUIREMENTS

Design Requirements

Lower Shore Workforce Alliance is soliciting proposals for Out-of-School youth (OSY) between the ages of 16 and 24. LSWA is seeking proposals that are innovative and reflect quality partnerships with businesses and community agencies that can provide a variety of services and opportunities for the targeted population of the lower shore.

The Workforce Innovation and Opportunity Act (WIOA) establishes mandated design components and program elements that are listed within this solicitation. Accordingly, LSWA is

seeking proposals that reflect these components and elements. During the grant period, sub-grantees will provide active service for as long as is deemed necessary for the individual, as well as 12 months of follow up service regardless of provision of funds.

Program Requirements

Outreach, Recruitment and Retention

Outreach and recruitment includes, but is not limited to, identifying potentially eligible youth, working with parents and guardians to secure necessary documentation, and working closely with other governmental and community organizations and school systems to identify and recruit OSY. Once enrolled, continued engagement and retention of participants is vital to individual and program success.

Intake, Eligibility Determination and Certification

Providers will be responsible for reasonably determining WIOA eligibility of youth applicants recruited into the program, determining the youth's suitability for program services, and collecting and verifying all necessary eligibility source documents. WIOA requires all youth to meet certain eligibility criteria and be determined eligible prior to enrollment and receipt of WIOA funded services. Providers will schedule certification appointments for candidates with designated LSWA staff and provide required documentations prior to the scheduled certification appointment. At that time, LSWA staff will determine eligibility. No provider will serve potential participants with WIOA funds granted from this agency before they are certified by a LSWA staff member.

Objective Assessment

Providers must conduct an objective assessment of the academic level, skill levels, and service needs of each participant, which will include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, mental health services, and development needs. The goal is to accurately evaluate each youth in order to develop an appropriate service strategy to meet their individual needs.

Individual Service Strategy (ISS)

Providers should use the results of the youth participant's objective assessment to develop the ISS for the youth participant. The ISS is an age appropriate, individualized, written plan of short and long-term goals that include career pathways, education and employment goals, involvement in WIOA youth program elements, support services, incentives, and stipends. For all youth, the ISS will identify the timeframe in which each youth will be expected to complete all activities related to each of the goals specified in the ISS. The ISS will clearly connect the services to be provided to the outcomes to be achieved between WIOA enrollment and exit. The form for the written ISS will be provided by LSWA. The ISS must be completed and

submitted to LSWA within thirty days of certification and must be reviewed and resubmitted every ninety days during active participation.

Case Management

Case Management is the infrastructure for delivering effective services that will facilitate the positive growth and development of youth and the achievement of performance goals. The process extends from recruitment through follow-up. The case manager motivates participants and coordinates services and information to prepare youth for post-secondary education opportunities, academic and occupational training or employment and training opportunities as appropriate.

Access to a Range of Services

All fourteen WIOA youth program elements are required to be made available to enrolled youth as needed or requested. If a program does not directly provide one of the program elements, it must demonstrate the ability to make seamless referrals to appropriate providers of such services. WIOA youth program providers will have primary responsibility for ensuring that each participant receives the full continuum of services. Services accessed by a WIOA youth participant will depend upon the needs and goals identified by the participant and case manager as documented in the participant's ISS.

Individual Eligibility

Eligible Out-of-School Youth means an individual who is:

- A US citizen or authorized to work in the United States;
- Has met military Selective Service registration requirements (as applicable);

And is:

- Not attending any school;
- Not younger than age 16 or older than age 24; and
- One or more of the following:
 - A school dropout
 - 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
 - A recipient of a secondary school diploma or its recognized equivalent who is low-income individual and is 1) basic skills deficient or 2) an English language learner
 - An individual who is subject to the juvenile or adult justice system
 - A homeless individual of the Violence Against Women Act of 1994 a homeless child or youth of the McKinney-Vento Homeless Assistance Act, a runaway, in

foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement

- An individual who is pregnant or parenting
- A youth who is an individual with a disability
- A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment, defined by the local WDB as an individual:
 - with poor work history, no work history, or who has been fired from a job within the last six months prior to application; or
 - who has never held a full-time job for more than 13 consecutive weeks; or
 - with an incarcerated parent or guardian; or
 - who has a family history of substance abuse.

WIOA Program Elements

Proposed programs must make available the program elements listed on the following page to all WIOA participants based on the individual's needs. **Proposals must outline how each program element will be provided.** Not all program elements will be appropriate for all participants. Sub-contracting of individual elements is allowable.

Follow-up Services

Providers are required to deliver at least 12 months of follow-up services to participants who have completed program services, as well as participants who may have dropped out of the program but need additional services. Providers are encouraged to consider the needs and barriers of the individual in determining the appropriate levels and types of follow-up services.

Work Experience

During the competitive bid process, proposals are evaluated on their ability to provide services that include a minimum of 30% expenditures on work experience. The minimum percentage of expenditures under WIOA is 20%. However, the local plan stipulates that sub-grantees will spend a minimum of 30% of funding on work experience. Reporting requirements include a mechanism for recording work experience expenditures. Additionally, both the programmatic and fiscal monitoring processes include review for compliance with the 30% work experience requirement.

Allowable program expenditures on the work experience program element include: wages/stipends paid for participation in a work experience; staff time working to identify and develop a work experience opportunity, including staff time spent working with employers to identify and develop work experience; staff time working with employers to ensure a successful

work experience; staff time spent evaluating the work experience; participant work experience orientation sessions; employer work experience orientation sessions; classroom training or required academic education component directly related to the work experience; incentive payments directly tied to the completion of work experience; employability skills/job readiness training to prepare youth for a work experience.

Proposals should explain in detail how they will ensure the 30% requirement is met.

WIOA Program Elements

ELEMENT		PURPOSE
1	Tutoring, study skills training, and instruction leading to secondary school completion (including dropout prevention strategies);	To improve academic skills and knowledge.
2	Alternative secondary school services, or dropout recovery services, as appropriate;	To provide education/ instruction to youth who have not been successful in traditional education.
3	Paid and unpaid work experience that have as a component academic and occupational education, which may include – (i) summer employment opportunities and other employment opportunities available throughout the school year; (ii) pre-apprenticeship programs, (iii) internships and job shadowing; and (iv) on-the-job training opportunities;	To provide experience in the career field in which they are interested and to assist in developing academic and occupational skills that will transfer to employment in that field. To develop work readiness skills by exposing participants to the world of work.
4	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved;	To provide technical skills necessary to perform a specific job or group of jobs.
5	Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;	To provide a skill based instructional environment.
6	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;	To develop life and employability skills essential to independent living.
7	Supportive services;	To remove or reduce barriers that would prevent program participation.
8	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;	To provide positive adult role models for youth.
9	Follow-up services for not less than 12 months after the completion of participation, as appropriate;	To provide continued assistance in the transition to employment or further education, this occurs post-exit.
10	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral as appropriate;	To promote positive growth in skills (educational, personal, social and employability).

11	Financial literacy education;	To encourage skills and knowledge to manage financial resources effectively for lifetime financial security.
12	Entrepreneurial skills training;	To provide skills and education regarding small business ownership.
13	Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and	To utilize available data to make informed career decisions.
14	Activities that help youth prepare for and transition to post-secondary education and training.	To assist and encourage education, work and long term goals.

PERFORMANCE REQUIREMENTS

Administrative Requirements

In order to facilitate reporting and monitoring requirements, LSWA maintains the following reporting timelines that providers must adhere to:

Submit initial participant ISS	Within thirty days of certification
Update ISS	Every ninety days during active participation
Submit case notes for each active and follow up participant	Monthly
Requisition funds	Monthly
Submit Participation Report	Quarterly
Submit Budget Report	Quarterly
Report Performance-Related Outcomes	As they occur
Programmatic Monitoring	Minimum of once per year
Fiscal Audit	Minimum of once per year

WIOA Indicators of Performance

The outcome measures for the youth programs funded under the Workforce Innovation and Opportunity Act are provided below. All providers selected for funding must have program designs that support the achievement of these performance measures. Appropriate levels of technical assistance to meet performance measures will be provided by LSWA.

WIOA Youth Measures

1. The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
2. The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program; and
3. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program.
4. The percentage of program participants enrolled in an education or training program who attain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program.
5. The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.
6. The measure for Effectiveness in Serving Employers is in a data collection period. As additional guidance is provided through the State, information will be provided to the selected sub-grantee(s).

1) Youth Education and Employment Rate, Second Quarter After Exit	67%
2) Youth Education and Employment Rate, Fourth Quarter After Exit	61%
3) Youth Median Earnings, Second Quarter After Exit	Data Collection Period
4) Youth Credential Attainment	65%
5) Youth Measurable Skills Gain	Data Collection Period
6) Effectiveness in Serving Employers	Data Collection Period

Detailed performance information is available through the Department of Labor’s Training and Employment Guidance Letter No. 10-16, Change 1. The TEGL may be accessed online at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3255. **Include Attachment D with your proposal indicating your program performance projections.**

SECTION B

PROPOSAL PREPARATION & SUBMISSION

Timeline

Out-of-School Youth RFP Timeline	
May 1, 2019	Release of RFP
June 4, 2019 1:30 pm	Bidders' Conference
June 18, 2019 4:00 pm	Deadline to submit questions via website
July 12, 2019 12:00 pm	Proposal deadline
July 22 - July 26, 2019	Scheduled site visits for qualified respondents
October 1, 2019	Award info posted on website/Contract year begins

Interested bidders are strictly prohibited from contacting members of the Lower Shore Workforce Development Board, members of the Board's Youth Standing Sub-Committee, and the staff of Lower Shore Workforce Alliance regarding this RFP.

Questions

To ensure a fair competitive process, all questions related to this RFP must be submitted electronically to procurement@tcclesmd.org. Written questions will be accepted through 4:00 pm on June 18, 2019. Written responses to questions will be posted on the website www.lowershore.org. It is the respondent's responsibility to check the website on a regular basis for updates.

Bidders' Conference

A Bidders' Conference will be held on June 4, 2019 at 1:30 pm at the American Job Center located at 31901 Tri-County Way, Salisbury MD 21804. Attendance at the Bidder's Conference is not required in order to submit a proposal however all interested parties are strongly encouraged to attend. The bidder agrees to assume full responsibility for any information not received due to non-attendance. The questions and answers addressed at the Bidders' Conference will be documented and posted online.

Format

Responding organizations should ensure that proposals are prepared in compliance with the following requirements:

A response is required for each section of the proposal unless otherwise noted. Please follow the proposal guidelines using the headings noted for each section.

Proposals should be prepared in a professional manner, providing a complete and detailed description of the proposed program. Emphasis should be placed on clarity of content and completeness.

Proposals should be prepared in Microsoft Word, 12-point font and double-spaced one side only, not bound, and with pages numbered.

All attachments identified in the RFP must be included. Ensure that other attachments referenced in your response are also submitted with the proposal in the following order.

Required sections include:

- Proposal Coversheet (Attachment A)
- Project Narrative
- Budget Summary (Attachment B)
- Staff Budget with Position Descriptions (Attachment C)
- Performance Projections (Attachment D)
- Letters of Support
- Conflict of Interest Disclosure (Attachment E)
- Copy of agency's most recently completed independent audit (if not subject to independent audit requirements, another appropriate financial review document)

Proposals that do not provide adequate responses to all sections of the RFP may be disqualified from the review and selection process.

Submission Method

Send one original, four copies, and one electronic copy. The original proposal must be signed by the agency official authorized to submit the proposal and enter into contract negotiations for the organization.

Proposal(s) must be submitted to:

**Tri-County Council – Attention: Procurement Officer
31901 Tri-County Way, Suite 201
Salisbury, Maryland 21804
procurement@tcclesmd.org**

Deadline

In order to be considered for funding beginning on October 1, 2019, proposals MUST be received in office by July 12, 2019 no later than 12 pm at the above address. Proposals received after this deadline will not be considered for funding for PY19.

PROPOSAL EVALUATION

Proposal Review

All proposals will be reviewed and rated by the program review committee and LSWA staff. TCC/LSWA reserves the right to accept other than lowest cost proposals and to reject any or all proposals or parts thereof.

Service providers not selected for contract negotiations shall be notified in writing no later than two weeks after award date.

Proposal Requirements and Evaluation

The proposal rating criteria will favor those proposals that demonstrate the ability to operate quality, cost effective training programs that result in high placement rates, increased wages, long term job retention, credential attainment.

Special consideration will be given to proposals that include in-kind contributions and leveraging of other funding sources used to operate the proposed program.

Each section of the proposal has been assigned a point value that represents the maximum score that can be achieved for the section. The maximum point value for all sections is 210 points. Proposals will be evaluated, assessed and rated based on the following criteria:

Project Narrative (210 Points Total)

The Project Narrative must include the following sections:

Vision (10 points)

1. Provide a short description of the consistent goal for the three-year period. Although each contract year will be negotiated annually, what is the overall vision over the course of the entire project? (10pts)

Demonstrated Ability (20 Points)

1. Describe how your program will serve eligible residents of all three counties of the Lower Eastern Shore (Somerset, Wicomico, and Worcester) according to the approved

formula. If your project does not serve residents of all three counties, explain how your proposal conforms to the approved funding formula. (10pts)

2. Describe your organization's ability to operate similar high-quality, cost-effective training programs that result in high job placement rates, particularly in growing and expanding industries. If the applicant has had prior experience operating a LSWA or other youth program in the last five years, describe your past successes. (10pts)

Program Infrastructure (35 Points)

1. Describe how your projected program costs are reasonable and competitive. (5pts)
2. Identify your target number of participants. Describe how you arrived at this number. (5pts)
3. Describe how your average cost per person is reasonable and competitive. (5pts)
4. Identify key programmatic staff, the percentage of their time dedicated to the program, and describe their relevant work experience. Demonstrate how the identified staff can adequately run the program. (10pts)
5. Describe what internal controls your agency has in order to ensure timely performance and financial reporting. (10pts)

Program Design (120 Points)

Within this section of your proposal, please give a detailed overview of your proposed or existing program. Points will be awarded for focusing on the following items.

1. Describe how your program design supports the achievement of your identified performance measures. (10pts)
2. Describe how your program design focuses on barrier removal, career exploration, skill acquisition, and successful training-focused employment. (10pts)
3. Describe how your service delivery model includes all WIOA mandated program requirements (10pts)
4. Describe your case management strategy and how this will ensure you achieve your planned results. (10pts)
5. Describe how your job development strategies lead to quality job placements. (5pts)
6. Describe how you will provide educational activities, both those that lead to the attainment of a secondary school diploma (or its recognized equivalent) and those that prepare the individual for post-secondary education, including occupational skills training. (10pts)
7. Describe in detail how your program will ensure that its participants receive an adequate amount of work experience in order to meet the goals developed in their ISS. Explain how you will ensure that a minimum of 30% of your funding will be expended on work experience activities. (15pts)

8. Describe your strategies for the following programmatic phases: Recruitment, Retention, and Post-Exit Follow-Up Services. (10pts each, 30pts total)
9. What is your timeline for program implementation? How will you ensure that you meet the required milestones? (10pts)
10. Describe how your program is unique and innovative. (5pts)
11. Provide scholarly, programmatic, or policy evidence that your program design and/or service delivery model is evidence-based and/or has verifiable positive outcomes. (5pts)

Partnerships (25 Points)

1. Describe your program partners. Identify what type of institution they are (e.g., secondary education, college, community-based organization, vocational school) and what role they will play in the program. All identified program partners must supply a letter of support. (5pts)
2. Describe how your collaboration with your program partners will increase the quality of your service. (15pts)
3. Describe how you will ensure an effective line of communication between your agency and your program partners? Will you have weekly or monthly meetings? Will you use a case conferencing or coordination model? (5pts)

CONTRACTING DETAILS

Contract Negotiations

Bidders who submit selected proposals will be required to participate in formal contract negotiations. The award of any contract or agreement shall be contingent upon the satisfactory completion of contract negotiation.

Contract Term

Generally, the term of the contract will be three years, but LSWA reserves the right to modify the contract term. Agreements are subject to extension, renewal and/or termination throughout the duration of the Agreement.

Sub-Grantee Performance

In the event that service provider performance is found to be unacceptable, LSWA may choose not to continue funding the sub-grantee for any period and reserves the right to grant funding to another contractor to complete.

Contract Extensions

LSWA reserves the right to negotiate two separate one-year extensions to contracts funded through this Request for Proposal. The minimum criteria for extension will be satisfactory performance for the review period. LSWA reserves the right, at its sole discretion, to specify the review period.

Governing Law

The laws of the State of Maryland, and where applicable, federal law and regulation, will govern the contract awarded pursuant to this RFP.

Termination

Termination for Convenience (General Provision) The Tri-County Council may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Tri-County Council to be paid. If the Contractor has any property in its possession belonging to the Tri-County Council, the Contractor will account for the same, and dispose of it in the manner the Tri-County Council directs.

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Tri-County Council may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Tri-County Council that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Tri-County Council, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) The Tri-County Council in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the Tri-County Council's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the Tri-County Council setting forth the nature of said breach or default, the Tri-County Council shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Tri-County Council from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that the Tri-County Council elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the Tri-County Council shall not limit the Tri-County Council's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience The Tri-County Council, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Tri-County council shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

No Obligation by the Federal Government

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government and/or the State of Maryland in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government and/or the State of Maryland, the Federal Government and/or the State of Maryland is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Transportation Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

Conflict of Interest Information

- 1) Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a Tri-County Council for the Lower Eastern Shore of Maryland (herein after listed as Tri-County Council) contract shall provide notice of the requirement of this regulation.
- 2) "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice

to the Tri-County Council, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

- 3) "Person" has the meaning stated in COMAR 21.01.02.01 and includes a bidder, offer or, contractor, consultant or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made. <http://www.dsd.state.md.us/comar/getfile.aspx?file=21.01.02.01.htm>
- 4) If the Executive Director makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the Executive Director may reject a bid or offer under COMAR 21.06.02.03B. <http://www.dsd.state.md.us/COMAR/getfile.aspx?file=21.05.08.08.htm>
- 5) After award the Tri-County Council may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Administrative Office, the Executive Director may terminate the contract for default, institute proceedings to debar the Contractor from further Tri-County Council contracts, or pursue such other remedies as may be permitted by law or the contract.
- 6) A conflict of interest may be waived if the Executive Director, with approval of the Executive Board or designee, determines that waiver is in the best interest of the Tri-County Council. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.
- 7) Each bidder or offer or responding to a solicitation that will result in the selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another Tri-County Council contract shall provide the affidavit and disclosures set forth in Subsection (8) of this regulation to the Administrative Office with the bid or offer and such other times as may be required by the Executive Director.
- 8) The affidavit and disclosure required by Subsection (7) of this regulation shall be in substantially the same form as given at the end of this attachment.

SECTION C

RFP COMPONENT CHECKLIST

- Proposal Coversheet (Attachment A)***
- Project Narrative***
- Budget Summary (Attachment B)***
- Staff Budget with Position Description (Attachment C)***
- Performance Projections (Attachment D)***
- Letter of Support***
- Conflict of Interest Disclosure (Attachment E)***
- Copy of agency's most recently completed independent audit (if not subject to independent audit requirements, another appropriate financial review document)***

Proposals that do not provide the required attachments may be disqualified from the review process. Be sure to provide adequate responses to all sections of the RFP.

ATTACHMENT A: PROPOSAL COVERSHEET

ORGANIZATION INFORMATION

Organization Name: _____

Address: _____

Contact Person: _____ Title: _____

Phone: _____ Email: _____

Location(s) of program operation: _____

Organization type: Non-Profit Government Private For Profit

PROPOSAL INFORMATION

County(ies) Served: Somerset Wicomico Worcester

Project/Program Name: _____

Proposed Number of enrollments: _____

Proposed number of participants who will complete the program: _____

Total PY19 funding amount requested: _____ Estimated Cost Per Participant: _____

Requested funds for this program are _____% of the organization's total budget

Additional funds (dollars or in-kind) that will be provided to support this project: _____

Does your agency have a federally recognized Indirect Cost Rate (ICR)? Yes No

If so, what is the ICR? _____ What is the Cognizant Agency? _____

I hereby certify that to the best of my knowledge all information contained in this proposal is accurate and complete, that this is a valid proposal and that I am legally authorized to sign and to represent this organization.

Signature

Date

ATTACHMENT B: PY19 BUDGET SUMMARY

COST CATEGORY	FUNDS REQUESTED FOR DELIVERY OF:		TOTAL FUNDS REQUESTED	EXPLANATION OF EXPENSE(S)
	PROGRAM SERVICES	WORK EXPERIENCE		
Staff salaries*				
Staff fringes*				
Staff travel				
Equipment				
Supplies				
Contractual				
Participant training				
Supportive Services				
Participant wages				
Participant fringes				
Other :				
- Telephone				
- Postage				
- Rent				
- Utilities				
TOTAL				

ATTACHMENT C: PY19 STAFF BUDGET

STAFF NAME & POSITION*	# WEEKS	WEEKLY SALARY	TOTAL SALARY	TOTAL FRINGE	TOTAL
TOTAL (Transfer total to Attachment B)					

Attach detailed position description(s).

ATTACHMENT D: PERFORMANCE PROJECTIONS

WIOA PERFORMANCE MEASURE	YOUR PROGRAM PROJECTION
The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.	
The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.	
The median earnings of program participants who are in unsubsidized employment during the second quarter exit from the program.	
The percentage of program participants who attain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program.	
The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.	

ATTACHMENT E: CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Tri-County Council, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. Activities are defined as board membership, employment or a vendor in any capacity. Relationships are defined as any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, offer or, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder of offer or warrants that, except as disclosed in D below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explains in detail--attach sheets if necessary):

E. The bidder or offer or agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offer or will immediately make a full disclosure in writing to the Administrative Office of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offer or has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Executive Director of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

DATE: _____ BY: _____
(Authorized Representative and Affiant)

AGENCY NAME: _____