

REQUEST FOR PROPOSALS (RFP)

Provision of WIOA Title 1 Business Services in the Chemung, Schuyler, and Steuben County Workforce Development Area as a part of the American Job Center Network

**Covering the Period of
July 1, 2017 through June 30, 2018
with an option to renew the contract for up
to an additional one year contract**

**ISSUE DATE: April 6, 2017
RESPONSE DEADLINE: May 9, 2017 by 4pm**

**For a complete RFP package contact with full RFP submittal details
Daniel Porter at (607) 930-3049, or
daniel.porter@csswfnny.com**

PUBLICATION: THIS REQUEST FOR PROPOSALS HAS BEEN MADE AVAILABLE TO PROSPECTIVE APPLICANTS THROUGH PUBLICATION IN THE ELMIRA STAR GAZETTE, THE CORNING LEADER, THE HORNEILL TRIBUNE, AND OTHER MEDIA OUTLETS ON OR ABOUT 4/6/2017 AND THROUGH MAILINGS TO ALL CURRENT CONTRACTORS AND APPLICANTS WHO HAVE REQUESTED THAT THEY BE INCLUDED ON THE MAILING LIST FOR SOLICITATIONS OF PROPOSALS.

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Executive Summary

Chemung Schuyler Steuben Workforce New York, Inc. (CSS WFNY), representing the Chemung Schuyler Steuben Workforce Development Board (CSS WDB) is requesting proposals to provide Business Services throughout the three-County region:

- (1) Provide staffing for one or more of the identified catchment areas;
- (2) Staff will operate as part of the CSS WDB Business Services team including multiple partnering agencies;
- (3) Agency will work during Year-1 of the grant to continue to refine the service goals and strategies.

CSS WDB is interested in entities willing to participate in additional grants and contracts to provide expanded workforce services to area businesses and job seekers. CSS WDB is a 501(c)(3) organization, that has and will continue to work to obtain and/or support grants for the Operator and Partners to provide innovative services to prepare our workforce.

The Operator will have the freedom to structure and manage, as they deem appropriate, the staff schedules with the goal of the contractor to be efficient, effective and meet the intent of the Workforce Innovation and Opportunity Act of 2014 as related to provision of quality, value-added, effective services to the business customers.

Informational Links:

- <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf> for the Workforce Innovation & Opportunity Act of 2014
- <https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-15975.pdf> for the Final Regulations
- <https://labor.ny.gov/workforcenypartners/tas.shtm> for the New York State Department of Labor policy directives related to WIOA funds/programs
- <https://labor.ny.gov/workforcenypartners/osos/correspondence.shtm> for the links to the New York State Department of Labor OSOS system

PY17 RFP Timeline

- 4/6/17 Complete and release RFP, legal notices posted
- 4/13/17 Bidders' Conference
- Bidders' Conference will be held from 10:30am-12:00pm at Southeast Steuben Library Community Room, 300 Nasser Civic Center Plaza #101, Corning, NY 14830
- 4/25/17 Question and Answer period ends at 12:00 p.m.
- Final Questions posted to website by 5:00 p.m., 4/27/17
- 5/9/17 Proposals due by 4:00pm
- Bidders are required to submit a proposal that includes a narrative of program design, system experience, overall budget, staff costs, projected outcomes, and a list of anticipated partners/subcontractors as outlined in RFP.
 - CSS WDB will evaluate proposals. The Board reserves the right to request additional information and/or revisions from the bidders at any time during the evaluation period.
- 6/15/17 CSS Workforce Development Board Approval
- 6/16/17 Final Award Notification, Contract Execution
- 7/1/17 Program begins (target date)

BACKGROUND

CSS WFD is a policy making board comprised of representatives from local businesses, labor organizations, educational providers, public agencies and other entities interested in workforce development issues. Additionally, CSS WFNY, as fiscal agent, administers all WIOA funds, develops and implements policies regarding the allocation and spending of the region's WIOA funds for adults, dislocated workers (supplemented under a separate agreement), businesses, and youth (provided primarily under a separate agreement).

CSS WFNY is responsible for the programs and system development, the RFP process, monitoring program performance measures and expenditures, and determining policy and allocation of program funding.

In keeping with the intent of WIOA, CSS WDB places a priority on serving the business community by ensuring that there is a trained and ready workforce to meet the needs of the businesses in the region. Some key industry sectors identified as facing the greatest challenge are in Manufacturing (Manufacturing and Food Processing Production Workers), Transportation and Materials Handling, Healthcare, Education and Construction. The issue is less prevalent, but present, in the Arts, Entertainment, and Recreation, and Finance and Insurance sectors. CSS WDB is seeking an organization that has a successful record of assisting businesses and jobseekers, and can demonstrate the ability to meet the challenge of creating more effective, performance-based services directly to the business customer with a focus on quality, timely, value added interactions. Organizations are invited to respond to this RFP as an important step toward building a system of integrated services that provide the region's employers timely access to the skilled talent that they need to compete in a global marketplace. CSS WDB is also committed to helping jobseekers prepare for and enter employment, increase occupational and academic skills, attain a high school equivalency diploma or recognized certificate, enroll in job training or higher education and increase earnings.

All submissions must include a plan for meeting the principal duties requested via the RFP: (1) within the assigned catchment area, gather all job openings, and as outlined below; (2) enter the openings in the New York State Department of Labor's Talent Bank, and as outlined below; (3) provide appropriate matching and referring of talent from the talent bank; and as outlined below; (4) follow up with the business customer to ensure appropriate matching of talent or to offer assistance with more intensive recruitment support, and as outlined below; (5) close the job offering in the database when the position is no longer open and as outlined below; (6) document key data points for labor market analysis.

Contractor will report program outcomes to CSS WFNY Business Services Team for analysis and publication.

WIOA is a very complex and challenging program but offers an exciting chance to make a difference in small, rural counties in terms of economic, community, and workforce development. CSS WDB has learned much from working with its Economic Development partners, the State, its Partners, and recent Operators on the needs of the business customer. CSS WDB, through this RFP, strives to both broaden and deepen the services available to the business customer.

It is the hope of CSS WDB that this RFP reflects its commitment to supporting the successful contractor(s) in providing customer friendly services to local businesses and job seekers. CSS WDB is also open to work with the successful bidder in any way needed to ensure smooth and manageable transitions as necessary.

The CSS WDB seeks a strategic partner to work on developing effective, efficient service offerings that meet the needs of the business community with an unequivocal commitment to excellence in an ever-changing economic environment. CSS WDB would like to highlight *several unique circumstances that might interest potential contractors.*

- Offers short term transition to operate:
 - CSS WDB maintains five functioning One-Stop Career Centers with staff that will align and support the Business Services Team in its effort, however, there is no requirement that the contactor’s staff reside in a Career Center unless desired. If this is the case, then the respondent should state this clearly in the proposal.
 - Training for the contactor staff is provided by a team of CSS WDB staff who understand the intricacies of the database.
 - CSS WFNY Staff engage in ongoing staff development.
- Strong Community Partners:
 - Diverse partners in the community who are committed to working together to support the economic development goals of the Local Workforce Development Area.
 - The Department of Labor is co-located in most One-Stops and offers a positive opportunity to work together on labor exchange efforts. Other partners are listed in this notice.
 - Partners are willing to participate in special initiatives, job fairs, business services team and general system development when asked.
- Positive relationship with local businesses:
 - Market penetration of employers served is considerable but can always be improved upon benefitting the entire One-Stop system.
 - Existing Business Services Team structure consisting of partner staff that have employer interface – but are eager to grow and improve the system.
 - The Business Services Team members are expected to share information and collaborate so that every partner receives the support and opportunity to be successful in attaining their respective goals, while supporting the greater economic, workforce , and community development needs of the Workforce Development Area.
- Opportunity to participate in additional workforce development grants, as they may become available.

Profile CSS Workforce Development Area

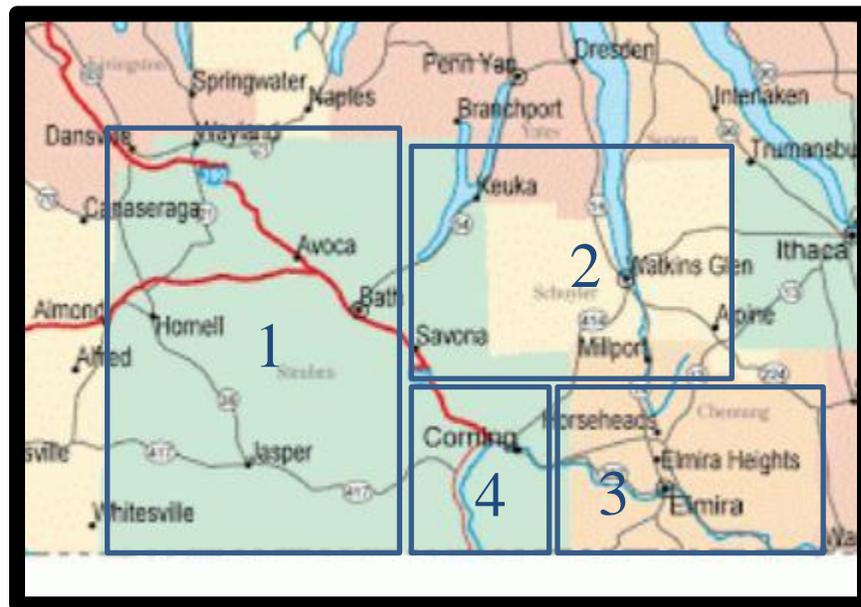
- Customers
 Number of WIOA customers (adult & dislocated) active in PY15 7,040
- Workforce
 Chemung Schuyler Steuben Counties Labor Force 86,100

Employed	80,300
Unemployed	5,700
• <u>Businesses</u>	
Estimated Number of Area Businesses	4,580

Type of Contract & Available Funds

CSS Workforce New York, serving as fiscal agent for the Chemung Schuyler Steuben Workforce Development Board, is soliciting proposals for up to three contracts providing business services under the federally funded Workforce Innovation and Opportunity Act (WIOA) Title I employment and training programs in areas 1, 2, and 3 on Map 1 below. Funding will be for the period of July 1, 2017 through June 30, 2018. Contingent upon successful contractor performance and funding availability, CSS WDB may consider extending the contract for a second one year term (July 1, 2018-June 30, 2019) without reissuing a new RFP. The available funding is an estimate solely for offering guidance to bidders based on PY16 WIOA actual and PY17 Planning Estimate allocation figures. Final contracts for PY18 awards, should they be executed, will be based on actual PY allocations and available budget, up to the maximum amounts outlined below for each Program Year.

Map 1 – Catchment Areas



Based on budget for PY16 – PY17 this RFP for Title I services to cover salary/fringe, administrative, travel, supplies, indirect costs and/or profit (If profit is part of award, it must be negotiated as a separate element of the price 2 CFR 200 323(b)), CSS WDB offers the following estimated contract award amounts for the respective periods:

- PY17 – estimate, negotiated, not to exceed \$90,000 (3 X \$30,000 maximum)
- PY18 – estimate, negotiated, not to exceed \$94,500 (3 X \$31,500 maximum)

Reimbursement is on a cost reimbursement basis. Actual funds utilized to fund this RFP will be at the sole discretion of CSS WDB and may include but are not limited to, WIOA Adult, WIOA Dislocated Worker, TAA, WIOA Youth, WIOA Administrative, or any other funding streams deemed appropriate by CSS WDB. The CSS WDB will utilize a Cost Allocation Plan for the determination of funds used for reimbursement.

The actual amount of contract award will be based on the proposed budgets and negotiated scope of responsibility. All standards for use of public funds will be considered during the proposal review process, i.e.:

- That all costs must be reasonable and necessary to carry out the planned functions
- Allowable
- Allocable to the proper grant/cost categories
- The amount of requested funds is available

CSS WDB welcomes any interested party to submit questions via email at daniel.porter@csswfnny.com . Questions will be accepted up to 12:00 p.m. on April 25, 2017. All questions and answers will be posted for the public at the following website: www.csswfnny.com .

The CSS WDB requests that proposals be concise and straightforward. A simplified application is attached as a word document. Evaluation is made based on proposals. The CSS WDB may invite bidders to present their plans in person and/or choose to visit the bidders' operations if necessary in completing the selection process.

Scope of Services

The successful contractor will, for the purposes of this contract, do business under the name of CSS Workforce New York Business Services Team. As noted above, there are six principal areas that the CSS WDB looks towards the contractor to contribute:

Scope of Work

1. Create connections with businesses within the catchment area assigned, with a goal of entering 100% of available Job Openings into the Talent bank
 - a. Both full and part time positions
 - b. Provide customer service support for employers in getting the positions listed
 - c. Using the full range of resources available through the CSS WFNY Business Services Team, provide a single point of contact to resources and support as needed on human resource, labor standards, or other topics
2. Enter Job Openings in to the Talent Bank accurately and timely
3. Using the talent in the Talent bank, provide no-cost, quality, customer friendly, value added match-and-refer services to the business; at a minimum
 - a. Ensure an understanding of what the requirements of the position are prior to conducting a match
 - b. Define with employer the follow up timeline and frequency
 - c. Review the matches prior to referring to ensure the database information is accurate
 - d. Verify the job seeker is still on the market if possible prior to referring
4. Follow up weekly with employer, unless defined by the employer otherwise, to gauge interest in additional match and refer services
 - a. Close the talent Bank opening if the position is no longer open
 - b. Contactor is accountable to ensure the Job Openings entered/assigned in the talent bank are accurate
5. Work with the CSS WFNY Business Services Team and the career centers to offer additional recruiting support as needed or requested by the employer
 - a. Targeted recruitments in the Career Centers
 - b. Participation in Job Fair events
6. Participate in weekly conference calls to ensure alignment with the full CSS WFNY Business Services Team
7. Outcome estimates:
 - a. As this is a new program, the Outcomes are subject to revision based upon program development over time
 - b. It is recognized that early months will require training and learning, so they are reduced. However, the goal will be 100 Job Openings per month for each contracted position.
 - c. The monthly goals for numbers of new Job Openings each contactor is asked to attain are as follows:
 - Quarters 1-3; 50 Job Openings per month
 - Quarters 4-6; 75 Job Openings per month
 - Quarter 7-Onward; 100 Job Openings per month

8. Job Openings for the purposes of the Outcomes may include both staff entered and direct entered positions in the Talent Bank
 - a. Direct Entered positions should not exceed 50% of a monthly performance
9. Data points being measured/analyzed:
 - a. Monthly Staff Entered and Direct Entered Jobs assigned to each contract
 - b. Monthly new Job Openings per contract
 - c. Monthly Job Closures per contract
 - d. Time from Job Open to Job Close, for each
 - e. Wage at Open, Wage at close, for reach if known
 - f. NAICS Code for each Job Opening
 - g. CSS WFNY Business Services team will be collaboratively designing with the CSS WDB Board, the actual data points to be gathered
10. Corrective action will be required should reports and documentation of performance not be reported to CSS WFNY in a timely fashion.

The contractor will work with the CSS WDB to design activity reports, and a communication plan to report information to the CSS WDB, Partners, Stakeholders, and the community at large. CSS WDB will assign the CSS WFNY Business Services Manager as staff support to this effort.

General Contractor Responsibilities

1. To submit monthly vouchers for reimbursement of their services. The final voucher must be received no later than 60 days after the end of the contract, or it will not be paid.
2. To enter all required information into the OSOS system including comments that meet the SENSE Model.
3. Contractors must coordinate publicity efforts relating to their WIOA-funded programs, including without limitations, posters, invitations, publications, brochures, news releases, newsletters, etc. All material for release must be coordinated with the CSS WFNY in advance of the intended date of print production.

CSS WFNY Support Commitments

1. CSS WFNY will provide ongoing staff support and training in an effort to make the contractor successful
2. CSS WFNY will be securing additional support for targeted recruitments, match and refer, Job Fair events, through intern support in the administrative office.
3. CSS WFNY Business Services Manager will serve as the team lead for the Business Services Team.
4. CSS WFNY will seek out additional partners with similar missions to increase the breadth of the Team working on meeting the needs of the business community in the Workforce Development Area.
5. CSS WFNY will be supporting the outreach efforts through social media, as well as traditional media as funds allow
6. CSS WFNY will reimburse complete and accurate invoices within 15 business days of submittal

Performance Objectives – One-Stop Operator

The following table summarizes the Primary Indicators as identified in WIOA. Primary Indicators Goals have not been determined and issued to date. CSS WDB expects that the contractor will successfully support the attainment of Primary Indicators Goals for the contract period. It is also expected that NYSDOL will determine and issue Customer Service Indicators and Goals. The current Customer Service Indicators are detailed in Technical Advisory 15-9. CSS WDB expects that the contractor will successfully support the attainment of Customer Service Indicator Goals for the contract period. CSS WDB will negotiate this Measure with NYSDOL.

Performance Measure Indicators

Performance Measure	Program Group	WIOA
Placement in Employment, Education, or Training	Youth	Measures in Q2 After Exit
Retention in Employment, Education, or Training	Youth	% of Participants in Education, Training, or Unsubsidized Employment; Measured in Q4 After Exit
Earnings after Entry into Unsubsidized Employment	Youth	Median Earnings of Participants in Unsubsidized Employment During Q2 After Exit
Credential Rate	Youth	% of Participants who Obtain a Recognized Credential or Secondary Diploma During Participation or within 1 Year After Program Exit
Literacy and Numeracy Gains	Youth	Eliminates Measure
In Program Skills Gains	Youth	% of Participants in Education Leading to Credential or Employment During Program Year, Achieving Measurable Gains. Measured in Real Time.
Entry into Unsubsidized Employment	Adults & Dislocated Workers	Measured in Q2 After Exit
Retention in Unsubsidized Employment	Adults & Dislocated Workers	Measured in Q4 After Exit
Earnings Change After Entry into Unsubsidized Employment (Average Earnings)	Adults & Dislocated Workers	Measured as Median Earnings in Q2 After Exit Only.
Credential Rate	Adults & Dislocated Workers	% of Participants who Obtain a Recognized Post-Secondary Credential or Diploma During Participation or within 1 Year After Program Exit
In Program Skills Gain	Adults & Dislocated Workers	% of Participants in Education leading to a Credential or Employment During Program Year, Achieving Measurable Gains. Measured in Real Time
Indicators of Effectiveness in Serving Employers	Employers	One or More Employer Measures to be Implemented Before Commencement of Year 2

SYSTEM PARAMETERS

Governance

By Federal law, local Workforce Development Boards are required to maintain a **51% representation from the private sector**. The CSS WDB is responsible for the chartering and certifying of One-Stop Center and oversight for all One-Stop System activities. CSS WFNY acts as the Fiscal Agent for and manages operations of WIOA activity in Chemung, Schuyler and Steuben County.

CSS WDB led by an Executive Committee currently consisting of:

Chair	Nancy Kirby Kurjacovic	IncubatorWorks
Vice-Chair	Jack Wheeler	Southern Tier Network
2 nd Vice Chair	Linda Cozad	DeMets Candy
Treasurer	James Griffin	Hornell Area Chamber of Commerce
Secretary	Judy McKinney-Cherry	Schuyler County Partnership for Economic Growth
Workforce Representative	Ernie Hartman	IBEW Local 139
Workforce Representative	Timothy Driscoll	Greater Southern Tier BOCES

Staff offices are located at 8 Denison Parkway E, Suite 305, Corning, NY 14830.

Daniel Porter	Executive Director
Olga Clark	Deputy Director
Kellie Christopher	Business & Training Services Manager
Shelly Madden	Youth Program Manager
Patti Redder	Fiscal Manager
Pamela LaVigne	Associate Fiscal Manager

One Stop Center Locations and Infrastructure

One comprehensive One-Stop Center and four Affiliate One-Stop Centers are currently operating in Chemung, Schuyler and Steuben Counties. One-Stops generally house a resource room with computers and an open plan to accommodate staff workstations but there is variation between the different locations. Other partners located in the One-Stop Centers include:

- Department of Labor
- GST BOCES
- ProAction of Steuben and Yates
- ACCES-VR (formerly VESID)
- Fidelis Care
- Office of Temporary and Disability Assistance
- Corning Community College
- Dept. of Social Services of Chemung, Schuyler & Steuben

The One-Stop Centers operate under the business name of Chemung Schuyler Steuben Workforce New York and are located at:

Corning - Affiliate

23 West Market St, Suite 201
Corning, NY 14830
607.937.8337

Elmira - Comprehensive

318 Madison Ave
Elmira, NY 14048
607.733.7131

Bath - Affiliate

117 East Steuben St.
Bath, NY 14810
607.776.2125

Hornell - Affiliate

107 Broadway
Hornell, NY 14843
607.324.8388

Montour Falls - Affiliate

323 Owego Street
Montour Falls, NY 14865
607.535.6840

Bidding Process

Response Deadline & Delivery Method

Compete application must be delivered by 4:00 p.m., May 9, 2017. Faxed or e-mailed proposals are not acceptable. Proposals received after the indicated due date will not be accepted or considered for award. Timely delivery of proposals to the address below is the sole responsibility of the respondents. Do not submit proposals to any Board member. Proposals may be hand delivered to:

Daniel Porter
Executive Director
8 Denison Parkway E,
2nd Floor, Suite 305
Corning, NY 14830

Proposal Modifications/Amendments

Any modifications or amendments to a proposal must also comply with the requirements in this RFP and the response deadline. Any proposals or amendments delivered/received after the deadline will not be considered, but will be deemed late and non-responsive to this RFP and procurement process.

Eligible Respondents/Contractor Competency

Private and public, for-profit and not-for-profit agencies, Community Based Organizations (CBO's), Faith-based Organizations or other entities are eligible to respond to this RFP and compete for CSS WDB funding. Bidders may be made up of a consortium. CSS WDB is additionally prohibited from awarding a contract to a party "excluded from Federal procurement or non-procurement programs" by the U.S. General Services Administration. Respondents are responsible for being knowledgeable concerning the statutes, regulations, rules and requirements of the Workforce Innovation and Opportunity Act and must apply them as appropriate in developing the RFP response. Copies of the Workforce Innovation and Opportunity Act and other pertinent statutes and regulations may be found at www.doleta.gov/WIOA. CSS WFNY will provide assistance with WIOA documents/procedures necessary to the contractor selected via this RFP. Contractor(s) selected will be required to assume full responsibility, including all risks and hazards, for all activities and services included in the contract.

Bidder's Conference

All interested bidders are strongly encouraged to attend a Bidder's Conference to learn about the expectations and engage in interactive questions and answers. Bidder's Conference will be held 10:30 a.m. to 12:00 p.m., April 13, 2017 at Southeast Steuben Library Community Room, 300 Nasser Civic Center Plaza #101, Corning, NY. Additional materials, questions and answers will be posted on the website www.csswfnny.com.

Question & Answer Period

All interested bidders are invited to submit questions on the RFP to daniel.porter@csswfny.com from the release date through April 25, 2017. All answers will be posted on the website www.csswfny.com

Contract Period

Contracts negotiated as a result of this request may commence on July 1, 2017 and end on June 30, 2018, with the option for a one year extension of the contract. Contract will be monitored for performance on a quarterly basis and may be amended or terminated if performance does not meet CSS WDB standards. Contractor responsibilities are subject to change in conjunction with NYS or other oversight agency requirements.

Selection Process

The review process presented here represents an outline of the process that will be used by the Board in an attempt to identify a qualified entity to be considered for contract negotiation. The highest scoring proposal does not automatically become the Board's selection for contract negotiation. The Board will consider the evaluation results and subsequent recommendations from the independent CSS WDB Members who have been involved in any aspect of the review process. **The proposals that are most advantageous to CSS WDB in terms of both quality and cost will be recommended for contract negotiations.**

Proposer Inquiry and Appeal Process

Respondents who believe that they have been treated unfairly in the proposal review process or that there is a violation of federal law or regulation may file a protest. All respondents will receive a copy of the results of the procurement within fifteen (15) working days of the final decision. Respondents whose proposals are rejected will receive a letter of notification. Letters of protest must be submitted and arrive in the office of CSS WFNY within fifteen (15) days of the date of the notice of rejection. Letters must be specific as to the inquiry or protest. Protests not submitted in writing, not specific in nature, or which arrive late may not be considered. Letters must be addressed as follows: Daniel Porter, Executive Director.

Upon receipt of letter, the Executive Director or his/her designee will contact the respondent to arrange for an appeals conference. A Committee of CSS WDB will form an Appeals Committee and attend the Appeals Conference. At the conclusion of the conference, the Committee will determine if there is sufficient reason to have CSS WDB reconsider the decision in question.

Instructions for Submitting a Proposal

- Respondents must be as responsive as possible to the instructions of this RFP. Points will be awarded based on the contents of the proposal. Selection for possible further negotiation and/or interviews is competitive and will depend upon the quality of a proposal.
- **NUMBER OF COPIES - TWO complete originals along with One electronic copy,** with executed certificates (i.e. original signatures of the authorized signatory authority)

A. Submission Requirements Summary

All of the applicable items listed below, in the order listed.

- Proposal Cover Sheet
- Executive Summary
- Proposal Narrative
- Budget Forms
- Attachments with signatures
- *Only one copy of the Single Audit is required to be submitted.
- ** If the respondent has an IRS established Indirect rate, please provide one copy.

B. Proposal Cover Sheet & Contractor Qualifications

All items on the Proposal Cover Sheet (Attachment 4) must be completed. Identify a primary contact person, who will serve as the Signatory Authority--a person with the legal authority to negotiate and sign a contract on behalf of the proposing organization. (This is also the person who must sign the various certification forms).

C. Executive Summary

This page is designed to convey a brief summary of the proposal to the CSS WDB. The Executive Summary should not exceed 2 pages, and does not count towards the 10 page narrative.

D. Proposal Narrative

The CSS WDB requests the proposal narrative to be concise and straightforward. Please do not use special binding or notebooks. Proposals should be stapled or clipped in the upper left corner of the document. Limit to maximum 10 pages.

E. Budget Forms

Use the budget form attached (Attachment 1) and fill in all blue spaces; use a "N/A" if a space is not being used so that it is clear it is meant to be blank. Complete it carefully. Total funds requested should be consistent with the proposed budget. If the amount listed is not consistent with the total in the Proposed Budget, the budget total may be used to award cost scores.

F. Legislative Authority

All contracts funded from this Request for Proposal are subject to the following requirements:

- Workforce Innovation and Opportunity Act of 2014; full law is available at <https://www.doleta.gov/wioa/>; all other state and federal guidance related to WIOA
- Wagner-Peyser Act of 1933, as amended, [29 USCA S. 29 et seq.] portions of the Social Security Act [42 USC §301, et seq.];
- Supplemental Nutrition Assistance Program (SNAP) [7 USC § 2000 et. seq.];
- Personal Responsibility and Work Opportunity and Reconciliation Act of 1996 [Public Law 104-193];
- Title IV-A of the Social Security Act, as amended by the Balanced Budget Act of 1997 [PL 105-33]; federal regulations 20 CFR Part 645 Welfare-to-Work (WtW) Grants; Final Rule; Interim Final Rule; and the Welfare to Work and Child Support Amendments of 1999, contained in Title VIII of H.R. 3424, Consolidated;
- Appropriations Act for FY2000, 42 USC 601 through 619; federal regulations issued by the U.S. Department of Health and Human Services at 45 CFR Parts 270 through 275, inclusive, for services funded by Temporary Assistance to Needy Families; federal regulations issued 45 CFR Part 260, et al., federal regulations issued by the U.S. Department of Agriculture at 7 CFR §271 through 273 Food Stamp employment and training services; federal laws and regulations concerning nondiscrimination and equal opportunity; federal labor laws and standards;
- New York State Department of labor policies and OSOS requirements;
- Plans and policies of the Chemung Schuyler Steuben Workforce Development Board, Inc. related to federal workforce center programs and operation.

G. Governing provisions and Limitations

The CSS WDB adopts the following provisions concerning this procurement. Violation of any of the following provisions may cause a proposal to be rejected.

1. The only purpose of this RFP is to ensure uniform information in the solicitation of proposals and procurement of services under WIOA. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit CSS WDB to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by the CSS WDB.
2. CSS WDB reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part or its entirety.
3. CSS WDB reserves the right to award a contract for any item/services solicited via this RFP the CSS WDB determines is in its best interest.
4. CSS WDB reserves the right to correct any error(s) and/or make changes to this solicitation, as it deems necessary. CSS WDB will provide notifications of such changes to all respondents recorded in the CSS WDB official record (Distribution Log & Receipts Record) as having received or requested an RFP.

5. CSS WDB reserves the right to negotiate the final terms of any and all contracts or agreements with respondents 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 Development Area.
6. CSS WDB 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 respondents.
7. CSS WDB also reserves the right to conduct a 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. CSS WDB 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 New York State or other funding sources or due to legislative changes.
9. Respondents 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 CSS WDB 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 CSS WDB shall participate in the selection, award or administration of a contract supported by CSS WDB funds if a conflict of interest, or potential conflict, would be involved.
11. Respondents 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 joint ventures or subcontracts.
12. All proposals submitted must be an original work product of the respondents. The copying, paraphrasing or otherwise using of substantial portions of the work product and submitted hereunder as original work of the proposer is not permitted. Failure to adhere to this instruction may cause the proposal(s) 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(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to the CSS WDB as a proposer's failure to contract may be recovered from the proposer.
14. A contract with the selected provider may be withheld, at CSS WDB's sole discretion, if issues of contract or questions on non-compliance, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by CSS WDB if resolution is not satisfactory to CSS WDB.
15. Any selected proposer entering into a contract with the CSS WDB will be subject to these provisions.

a. Indemnification

- i. CONTRACTOR shall indemnify, save and hold harmless the CSS WDB from any claims or losses or damages to property and/or resulting loss of use thereof and from any loss or damage arising from bodily injury, including death, to the extent that such claims, losses or damage are caused in whole or in part by the negligent acts or omissions of the CONTRACTOR, its employees, officers and agents, its contractors or subcontractors.
- ii. CONTRACTOR agrees (1) to the extent permitted by law, to indemnify and hold harmless the U.S. DOL, NYS, the CSS WDB, or any other applicable specific funding source(s), material losses accruing or resulting to CONTRACTOR, and to any and all subcontractors, persons, laborers, and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by CONTRACTOR in the performance of this Contract; and (2) against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery, use or disposal by or for CSS WDB, of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Contract. CONTRACTOR shall report promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which CONTRACTOR has knowledge.
- iii. In the event of any claim or suit against the CSS WDB or NYS on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed under this Contract, CONTRACTOR shall furnish to the CSS WDB and/or NYS, when requested, all evidence and information in possession of CONTRACTOR pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the CSS WDB or NYS except where CONTRACTOR has agreed to indemnify the CSS WDB or NYS.

b. Independent Contractor

- i. In the execution of this Contract and rendering of services prescribed by this Contract: a. CONTRACTOR shall maintain at all times its independent status;
- ii. No provision of this Contract, act of CONTRACTOR in the performance of this Contract, or act of the WDB in the performance of this Contract, shall be construed as making CONTRACTOR the agent, servant or employee of the CSS WDB; except as designated in writing by CSS

WDB, employees of CONTRACTOR are not employees of the CSS WDB since employees are subject to exclusive control and supervision of CONTRACTOR.

FINANCIAL REQUIREMENTS FOR RESPONDENTS

A. Organizational Capacity

Proposers must demonstrate that they have the organizational capacity to administer a program in accordance with the requirements in this Request for Proposals. The CSS WDB reserves the right to conduct a pre-award survey of each proposer approved from this Request in order to determine the capacity of the proposing organization to operate a program, meet administrative requirements, and maintain an adequate financial system. The CSS WDB also reserves the right to deny a contract to any proposer approved for funding which does not make timely changes required by the CSS WDB, as a result of a pre-award survey, to bring its systems into compliance.

B. Financial Systems

General Requirements: Proposers must demonstrate that their organizations have financial systems that, at a minimum, meet the following standards:

- 1. GAAP.** In accordance with generally accepted accounting principles, the financial systems must include the following: (a) information pertaining to any sub grant or contract awards, obligations, unobligated balances, assets, expenditures, and income; (b) effective internal controls to safeguard assets and assure their proper use; (c) a comparison of actual cash expenditures with budgeted amounts; (d) source documentation to support accounting records; and (e) proper charging of costs and cost allocation.
- 2. Sufficient system.** Financial systems must be sufficient to (a) permit preparation of required reports; (b) permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on use of such funds.
- 3. Financial reports.** Contractors will be required to provide financial reports to the CSS WDB on a regular, monthly basis in such detail and on such forms as required by the CSS WDB. The deadline for each month's financial report will be the 10th day of the month following the month for which the report is made. Failure to complete and submit reports on a timely basis may result in deobligation of funds or termination of contracts.
- 4. Grant/Contract advances.** CSS WDB may authorize grant/contract advances to certain contractors, provided the contractors have and maintain sufficient financial systems and demonstrate the need for advance funds. Advances will not exceed 1/12 of the total contract amount and will be liquidated by the end of the contract performance period. The total of the advance and cumulative expenditures, including accruals, may never exceed the value of the contract.
- 5. Administrative cost limitation.** CSS WDB will evaluate each proposal with regard to administrative and indirect costs for reasonableness.

BUDGET AND FINANCIAL MANAGEMENT

A. Budget Forms

The financial information requested in this RFP is necessary to establish reasonableness of cost and the adequacy of financial resources to perform the proposed activity. If approved for negotiations, the proposed budget will serve as a basis for a contract budget. If any cost item in the proposed budget is to be provided by the organization making the proposal from its own or

other sources, and not paid for by the CSS WDB, list that item as “In Kind”, so that the CSS WDB will know that an important cost item has not been overlooked.

B. Financial Management Standards

Fiscal integrity and compliance with all grant regulations are essential for operation of programs in the Chemung Schuyler Steuben Workforce Development Area. Contractors must maintain records and reports that are uniform in definition, accessible and verifiable for monitoring, reporting, audit, and program management and evaluation purposes. CSS WDB may review the adequacy of the financial management system of any contractor as part of a pre-award review or at any time subsequent to the award.

C. Monitoring

CSS WDB contractors are subject to compliance monitoring. At any time during normal business hours, and as often as deemed necessary, CSS WDB members or staff, New York State Department of labor, U.S. Department of Labor, or any of their duly authorized representatives shall have access to any books, invoices, payrolls, timesheets, or any other records or papers of the contractor which are related to a specific grant program for the purpose of verifying funds under contract as a result of this procurement have been expended and accounted for in accordance with all applicable laws and regulations. Monitoring may include, but will not be limited to: site visits, telephone contact and written communication with program operators, partnering agencies, program participants, and submission of monthly reports. It is the requirement of the CSS WDB to monitor customer files on a random basis. Monitoring schedules will be determined during contract negotiation. Monitoring of adherence to Department of Labor laws and work rules for youth will occur. Programs will be required to submit corrective action plans for any findings during the monitoring process. Contract termination may occur if corrective action does not remedy the situation in a mutually agreed upon timeframe based on the scope of the finding. A complete CSS WDB Monitoring Policy is available upon request.

D. Audit

A single audit is required as outlined in 2 CFR §200.501- Audit Requirements

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient is subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.
- (i) The cost of the audit may be included in the proposal budget.

E. Bonding

If the contractor desires to receive an advance of funds, bonding is required. Every officer, director, agent or employee of contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs, shall be bonded to provide protection against loss. The amount of coverage shall be the higher of \$100,000 or one-half of the total contract amounts, whichever is less, for each employee of the contractor who will handle the funds received or disbursed. The cost of the bond may be included in the proposal budget.

F. Insurance

Proof of insurance is not a requirement for submission, but offertory should be aware that no work might begin under a contract funded through this program until the required insurance has been obtained and proper certificates (or policies) are filed with the CSS WDB. Before submitting a proposal for funding, the agency should contact its insurance agent to determine if it can obtain the required coverage. The contractor is required to carry a general liability insurance coverage for the institution sufficient to cover any liability that may arise from the performance of this contract. General liability insurance should cover bodily injury and property damage to a third party and personal injury; \$1,000,000 each occurrence or two million dollars aggregate is required. A reasonable deductible is allowed, not to exceed \$10,000. The CSS WDB provides on-site accident/medical insurance for WIOA participants enrolled in activities not covered by worker's compensation. If the contractor or their employees use motor vehicles in conducting activities under this contract, liability insurance covering bodily injury and property damage must

be provided through a commercial insurance policy. Such insurance shall provide a minimum coverage of:

- \$100,000 liability per occurrence
- \$300,000 aggregate liability
- \$100,000 property damage
- Personal Injury Protection
- Uninsured Motorist Protection
- Maximum \$500 Deductible

If self-insured, the contractor warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this contract. If the contractor warrants that it is a State Agency and that it is self-insured then the contractor must be able to pay any obligation that it incurs under the terms of this agreement including any liability that may arise from the performance of this contract. Additionally, the contractor shall ensure that all employees are covered by Worker's Compensation insurance.

Applicant must provide a certificate of insurance listing CSS Workforce Development Board as an additional insured.

G. Profit

Profit margins will be negotiated only with for-profit organizations. A fair and reasonable profit will be determined with consideration to the following: 1) complexity of work; 2) risk borne by contractor; 3) contractor's investment and; 4) quality of past performance. Under no circumstances shall, profits exceed 10% of the contract amount. Per 2 CFR §200.323 (d) Contract Cost and Price - The cost plus a percentage of cost method of contracting must not be used.

F. Indirect Cost Rates, Administrative Fees

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular cost objective. All costs are allocable to a particular cost objective, such as a grant, project, service or other activity, in accordance with the relative benefits received. If indirect costs or an administrative fee will be a part of the budget, detail must be provided with the proposal as follows: 1) the methodology used to arrive at the rate including a description of all costs included; 2) the amounts used per line item (i.e. salaries, supplies, etc.) to calculate the rate, and; 3) a description of the process used to reconcile the rate charged to the actual costs incurred. Any indirect cost rate must be an approved rate by the cognizant agency or they may request to use the deminimus rate. See 2CFR 200- page 78684 C.

The costs for administration including any indirect costs must not exceed 10 percent of the funds requested for the operation of the workforce center system.

Attachment 1

Organization Name:	
Proposed Budget:	
Funding Period:	

Proposed Staffing Plan

Proposed # FTE's <i>(include Full and Part Time, Describe below)</i>	

Budget Category/Proposed Budget

Staff Salaries <i>(Describe below)</i>	

Staff Fringe <i>(Describe below)</i>	

Staff Operating Expenses <i>(e.g. Travel, Describe below)</i>	

Other <i>(if needed, please describe below)</i>	

Other <i>(if needed, please describe below)</i>	

Total:	
--------	--

ATTACHMENT 2

PROPOSAL SCORING (CSSWDB USE ONLY)

SECTION	POINTS POSSIBLE	POINTS AWARDED
General		
Instructions/Format were followed	5	
All questions in RFP are addressed	5	
Answers are clear and complete	5	
Service Delivery Model	10	
Sub-Total (General)	25	
Program Strength		
Ability to Conduct Effective Outreach to the Business Community		
<i>Agency capacity to work with up to 100 businesses per month within a designated catchment area</i>	20	
<i>Demonstrated Staff experience working with up to 100 businesses per month within a designated catchment area</i>	40	
Program Management and Implementation		
<i>Agency capacity to design and implement a program geared towards business and industry engagement</i>	10	
<i>Staff with demonstrated ability to design a program geared towards business and industry engagement</i>	15	
<i>Agency/Staff experience/success delivering quality case management services to businesses</i>	20	
<i>Staff with demonstrated ability to engage employers of multiple sizes</i>	5	
<i>Agency/Staff experience working within a Team covering a large geographic area</i>	5	
<i>Agency/Staff experience designing and delivering individualized business services</i>	10	
<i>Agency/Staff experience delivering follow up business services</i>	10	
<i>Participant/Program Record Maintenance Plan (OSOS)</i>	15	
<i>Agency demonstrated ability to meet required Performance Measures</i>	5	
<i>Demonstrated ability to meet fiscal reporting expectations in contract delivery</i>	10	
<i>Commitment to coordinate publicity efforts relating to contract service delivery</i>	5	
Sub-Total (Program Strength)	170	
Budget		
<i>Budget is reasonable for program</i>	10	
<i>Leveraged Funding Available</i>	5	
Sub-Total (Budget)	15	
Partnerships		
<i>Strength of Existing Business Network</i>	20	
Sub-Total (Partnerships)	20	
Program Proposal Total	230	

ATTACHMENT 3

PROPOSAL RATING REVIEW (CSSWDB USE ONLY)

<i>CATEGORIES</i>	TOTAL PTS. AVAILABLE	MINIMUM PTS. ACCEPTABLE	SCORE RECEIVED*
<i>Subtotal – General</i>	25	20	
<i>Subtotal – Program Strength</i>	170	135	
<i>Subtotal – Budget</i>	15	8	
<i>Subtotal – Partnerships</i>	20	15	
TOTAL	230	178	

***-Score Received Evaluation Metric**

General

- Score 23-25: Applicant is considered to be fully capable of meeting these criteria
- Score 20-22: Applicant is considered to be sufficiently capable of meeting these criteria
- Score <20: Applicant is considered to be incapable of meeting these criteria

Program Strength

- Score 155-165: Applicant is considered to be fully capable of meeting these criteria
- Score 136-154: Applicant is considered to be sufficiently capable of meeting these criteria
- Score <135: Applicant is considered to be incapable of meeting these criteria

Budget

- Score 12-15: Applicant is considered to be fully capable of meeting these criteria
- Score 8-11: Applicant is considered to be sufficiently capable of meeting these criteria
- Score <8: Applicant is considered to be incapable of meeting these criteria

Partnerships

- Score 18-20: Applicant is considered to be fully capable of meeting these criteria
- Score 15-17: Applicant is considered to be sufficiently capable of meeting these criteria
- Score <15: Applicant is considered to be incapable of meeting these criteria

An Overall Score less than 178 may result in rejection of the application.

Attachment 4

CSS WDB Operator Program

PROPOSAL COVER SHEET and CONTRACTOR QUALIFICATIONS

Legal Name of Agency/Business: _____

Address: _____

Telephone: _____ Fax: _____

E-Mail: _____

Contact Person: _____

Organization Type:

Private Not-For-Profit School District

Government Organization Public Non-Profit

Other (Please Specify): _____ Tax ID #: _____

Dollar Amount Requested: _____

Please address the following:

➤ Do you have an Approved Affirmative Action Plan?

_____ Yes _____ No Date approved: _____ By: _____

➤ List the Principle Officers of the Organization.

➤ Has the Organization ever filed for bankruptcy? _____

➤ Has the Organization ever had to repay funds to a governmental unit due to a questioned or disallowed cost? If yes, please explain.

➤ Does the Organization have the capacity to repay a disallowed or questioned audit cost?

Can the Organization support the program in the event that WIOA funding is delayed or unavailable on a temporary basis?

-
- If funded, what percentage of the Organization's total budget would the contract funds represent? _____
 - Date of last independent audit (copy provided): _____
 - Name and address of audit firm: _____
-
- Number of years in operation in CSS WDB area (or Plan of Operation if new to the CSS Workforce Area): _____
 - If Organization contracted with CSS WDB in PY16, please respond to the following:
 Total Contract Budget: _____

Contractor Qualifications

All businesses/organizations must meet the following administrative and fiscal contractor qualifications in order to contract with the CSS Workforce Development Board, Inc. to provide Workforce Innovation and Opportunity Act services for Adult and Dislocated Workers. All bidders must certify that they and their subcontractors/partners meet the following Contractor Qualifications.

- Demonstrable competency in the administration and operation of a center or location open to the public that offers direct services.
- Such competency may be acquired or be demonstrated by the organization itself, by key administrative and operational staff in that organization or through partnerships with organizations that operate programs and must:
 - Demonstrate the ability to address the required program elements
 - Be legally authorized to conduct business in the State of New York and have established administrative and program resources in the Chemung, Schuylker and Steuben County area.
 - Be eligible to receive Federal funds.
 - Be able to provide the following policies/procedures which comply with the Workforce Innovation and Opportunity and are otherwise acceptable to the CSS WDB:
 - Conflict of interest statement for staff and governing Board of Directors.
 - Follow grievance procedure for clients/customers.

In addition, the applicant organization must demonstrate that it:

- Does not discriminate against nor deny employment services to any person on the grounds of race, religion, sex, national origin, age, disability, citizenship, political affiliation or belief.
- Complies with the 1990 Americans with Disabilities Act.
- Has proven fiscal capacity for fund accounting.
- Has a current annual revenue equivalent to or greater than the amount proposed.
- Has access to non-WIOA funds sufficient to cover any disallowed costs that may be identified through the audit process.
- Has or is able to obtain up to \$1,000,000 liability, motor vehicle and Worker's Compensation insurance.
- Agrees that the federal, state, and/or local auditors may review provider facilities and relevant financial and performance records to ensure compliance with funding requirements.
- Has the ability to collect outcome data to compare performance to original plan.
- Has Internet capability and e-mail address and fax access for staff working with WIOA funds.
- Provides staff training opportunities for designated staff.
- Has a plan to incorporate OSOS requirements.

If during the agreement period the contractor incurs expenses not previously approved or known by the CSS WDB which CSS WDB deems NOT ALLOWABLE, the disallowed expenses shall be the responsibility of the contractor. Disallowed costs must be paid with non-WIOA funds.

Attachment 5

STATEMENT OF NON-COLLUSION

In accordance with NYS General Municipal Law Section 103-d, all proposers must sign a Statement of Non-Collusion and return it with their RFP. The content of the statement is as follows:

“By submission of this RFP, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint RFP each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices of this RFP have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices with any other proposer or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this RFP have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a RFP for the purpose of restricting competition.”

The statement must be signed by the CEO of the proposer or other individual responsible for submitting the RFP.

Signature

Date

Attachment 6

Certification of Specifications Compliance

We understand that we must give assurances for each item below. If we cannot, then we understand that this proposal will automatically be rejected. The assurances are:

1. We will provide records of our most recently completed Single Audit.
2. We have, or will have; all of the fiscal control and accounting procedures needed to ensure that WIOA funds will be used as required by law and contract.
3. We have additional funding sources and will not be dependent on WIOA funds.
4. WE WILL MEET ALL APPLICABLE Federal, State, and local compliance requirements. These include but are not limited to:
 - Records accurately reflecting actual performance
 - Maintaining record confidentiality, as required
 - Reporting financial, participant and performance data, as required
 - Complying with Federal and State non-discrimination provisions
 - Meeting requirements of Section 504 of the Rehabilitation Act of 1973
 - Meeting all applicable labor law, including Child Labor Law standards
5. WE WILL NOT:
 - Place a customer in a position that will displace a current employee.
 - Use WIOA funds to assist, promote or deter union organization.
 - Use funds to employ or train persons in sectarian activities.
 - Use funds for customer in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
 - Use WIOA funds for activities that would interfere with or replace regular academic requirements for eligible customer.

I certify that to the best of my knowledge, the information contained in this proposal is accurate and complete, and that I have the legal authority to commit this agency to a contractual agreement. I understand that final funding for any service is based upon funding levels and final approval by the CSS Workforce Development Board, Inc.

Signature _____
Chief Executive Officer

Date _____

ATTACHMENT 7

Proposal Evaluation Checklist

(This checklist is to be used by CSS WDB Staff and Board)

Proposing Agency: _____

1. The proposal was submitted before the closing time and date.
2. The proposal organization is not on a Federal or State Debarment List.
3. Proposal Cover Sheet is attached, completed
4. Executive Summary is attached
5. Proposal Narrative attached, doesn't exceed maximum length
6. Budget Form attached, completed
7. Statement of Non-Collusion attached, signed
8. Certification of Specifications Compliance attached, signed
9. Copy of Single Audit
10. Copy of IRS Indirect Rate, if applicable

Reviewer: _____ Date: _____

By signing above, I state that I screened the proposal and checked off elements that I found in the proposal.

APPENDIX A

CSS Workforce Development Board Sanction Policy for Performance

Background:

New York State Policy on Common Measures/Customer Service Indicators for Local Workforce Investment Area Performance for the Workforce Investment Act Title 1B Program and the Wagner-Peyser Act Program. See TA 15-9 for current Customer Service Indicators For not meeting performance, local areas will be sanctioned.

CSS WDB provides funding for the adult and dislocated worker programs to the three county workforce career centers. .

Funds are awarded by competitive bid and the contractors are chosen on an annual/bi-annual/tri-annual basis. Contractors are responsible for performance outcomes.

Action:

Performance is monitored by CSS WFNY staff with monthly and quarterly reports submitted by contractors to CSS WDB as well as reports from OSOS. Failure to submit these reports in a timely manner and input OSOS data in a timely manner may result in a Corrective Action Plan to meet necessary deadlines. Performance standard information is received from the state on a quarterly basis. Managers will need to track services and outcomes more closely and monitor the services that their staff is providing. The contractors must accept responsibility for assuring that all staff is aware of the performance standards and possible sanctions.

Sanction Policy:

A Sanction Policy will be developed and adopted by the new Chemung Schuyler Steuben Workforce Development Board. Contractors will be provided the official policy upon adoption. Until such time as this policy is provided, contractors should be aware that any disallowed cost incurred by CSS WDB, Inc. as a result of contractor error will be recouped by CSS WDB, Inc. from the contractor.