

REQUEST FOR PROPOSALS (RFP)

Greater Memphis Workforce Development Board

One-Stop Operator, WIOA Title I Adult &
Dislocated Worker and Youth Workforce
Development Services

greatermemworkforce.com

RELEASE DATE: May 17, 2024
DEADLINE: June 18, 2024

Serving Greater Memphis: Shelby, Lauderdale, Tipton, and
Fayette Counties

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INTRODUCTION AND RFP PURPOSE

The Greater Memphis Workforce Development Board (GMWDB) is issuing this Request for Proposal (RFP) to solicit qualified organizations with the expertise and capacity to oversee the operations of four (4) one-stop career centers and deliver workforce development services to the Greater Memphis Area.

Note: The services provided to job seeker customers also ensure that business customers' needs are met by helping them meet their workforce and talent needs.

The Contractor is responsible for being familiar with all GMWDB statutes, rules, regulations, policies, and procedures applicable to the above-referenced services. Further, proposals shall sufficiently articulate the Contractor's plan of action to deliver the solicited services in the 4-county region and demonstrate a successful performance track record of delivering the solicited (or comparable) services.

TPMA, LLC

To avoid any appearance of conflict of interest, GMWDB has employed the services of [TPMA](https://www.tpma-inc.com) to manage the procurement process. TPMA is a full-service consulting firm based in Indianapolis, Indiana with over 30 years of experience in workforce development activities including helping workforce boards in strategic planning exercises. For more information visit [tpma-inc.com](https://www.tpma-inc.com).

METHOD OF SOLICITATION

This Request for Proposal is a competitive solicitation method being used by the Greater Memphis Workforce Development Board to optimize the likelihood of selecting a high-performing, extremely competent provider to deliver workforce development services and operate career centers in Shelby, Lauderdale, Tipton, and Fayette Counties.

Notice of this RFP will be published in major newspapers throughout the GMWDB operating area. Upon its release, the RFP and all accompanying attachments will be posted on the following websites: <https://www.tpma-inc.com/2024/05/rfp-greater-memphis-workforce-development-board>.

Eligible Contractor

Any non-profit, for-profit, educational, or public entity/organization organized adequately in accordance with applicable federal, state, or local GMWDB is eligible to submit a proposal. To be eligible, the Contractor must be authorized to do business in Tennessee and must have been doing this business for at least three (3) years before the date the proposal is submitted. Minority and women-owned businesses are encouraged to submit a proposal.

No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by the action of any governmental agency; (2) the entity's previous contract(s) with Greater Memphis Workforce Development Board has been terminated for

cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services, or (4) the entity's name appears on the convicted vendor list.

The Contractor shall have direct experience and extensive knowledge of the federal workforce system and the associated services and programs. Further, the Contractor shall document an in-depth knowledge of the fiscal, administrative, and programmatic requirements of the multiple funding streams utilized by GMWDB.

To be eligible to receive funding under this RFP, proposers must demonstrate the ability and capacity to perform the services contracted under the RFP, including staff credentials, program design, applicable facilities, fiscal stability, and history of fiscal integrity. Each awarded entity shall establish and maintain a financial management system that provides for adequate control of WIOA funds and other assets, ensures the accuracy of financial data, provides for operational efficiency and internal controls to avoid conflict-of-interest situations, prevents irregular transactions or activities, and follows generally accepted accounting principles.

Contract Term and Amount

It is the intent of GMWDB to award a contract to qualified entities for the services identified herein:

1. WIOA One-Stop Operator
2. WIOA Title I Adult and Dislocated Worker Programs
3. WIOA Title I Youth Program

Greater Memphis Workforce Development Board intends to keep the services and functions of these contracts separate and apart. There will be a separate contract for each role within the system. Resulting contracts will be negotiated with respect to cost, scope, and content to ensure the operation of this system is in the best interest of the GMWDB, the Chief Elected Officials, and the area's citizens and employers.

Interested applicants may apply for either the One-Stop or Option 2 and/or 3:

- Option #1 – WIOA One-Stop Operator
- Option #2 – WIOA Adult/Dislocated Worker Provider
- Option #3 – WIOA Youth Service Worker Provider

Applicants who applied for the One-Stop Operator contract are ineligible to apply for the other contracts. The expected contract term under this solicitation will be from October 1, 2024, through June 30, 2026, provided that measurable outcomes are successfully achieved and sufficient funds for the contract term remain available. Any contracts entered into because of this RFP may be extended for two (2) additional one-year periods with Area approval if agreeable to both parties. GMWDB will have the option to renew the contract for two (2) additional one-year periods with area approval as follows:

- Optional Renewal One - July 1, 2026, to June 30, 2027
- Optional Renewal Two – July 1, 2027, to June 30, 2028

**** Note: The option to renew is not guaranteed, and the initial award of the initial contract does not imply an exercise of the option to renew.***

Note: The amounts below are provided as a planning figure only and does not commit GMWDB to award a contract for that amount. The Contractor is responsible for proposing a reasonable total cost

for delivering the services described in this RFP. Funding during the contract period may be adjusted

The allocations below are from October 1, 2024 – June 30, 2025. Each year, new allocations may be negotiated.

- WIOA One Stop Operator: up to \$255,352
- WIOA Adult: up to \$2,120,337.86
- WIOA Dislocated Worker: up to \$879,662.13
- WIOA Youth: up to \$2,100,000

Contract Payment and Performance Delivery

GMWDB contemplates payment under a cost-reimbursement or performance-based contract based on actual costs and performance delivery outcomes.

Applicants should know that any contract awarded will be paid on a cost-reimbursement basis as WIOA and other funds are available. Any qualified applicant should be able to demonstrate its ability to advance funds necessary for its operations under the contract without financial hardship, as in the State of Tennessee, it is common for funding authorization to be delayed for several months while awaiting final federal WIOA award notices.

The expected performance delivery outcomes for GMWDB will be linked to the federal common measures, job placements, state performance criteria, quality assurance error rate, customer engagement and follow-up, and other criteria as determined and negotiated between GMWDB and the Contractor.

For the purposes of responding to this RFP, the Contractor should develop a line-item budget showing all expected costs associated with delivering the proposed services.

GMWDB may elect to provide a contract modification that allows it to attain additional funding from other sources.

Due to the nature of GMWDB's funding sources, potential changes in legislation and policies, and performance achieved, the Contractor is advised that any contract awarded under this RFP may be modified to incorporate such changes, adjustments in the delivery system, or any activities provided pending the availability of fund

RFP PROCESS AND TIMELINE

| Activity | Due Date |
|------------------------------------|---|
| RFP Release | May 17, 2024 |
| Deadline for Bidder Questions | May 24, 2024 |
| Mandatory Bidder's Conference | June 3, 2024 at 1PM CST Link to Join |
| Proposal Deadline (email only) | June 18, 2024 |
| Interviews (if necessary) | July 8-9, 2024 |
| Selection of Winning Bids | July 9, 2024 |
| Final Recommendation Report to WDB | July 9, 2024 |
| Negotiations with Winning Bids | TBD |
| Acceptance of Contract Terms | TBD |
| Memphis WDB Approval | July 24, 2024 |
| Notification to All Bidders | TBD |
| Contract Transition Period | August-September 2024 |
| Full Implementation Date | October 1, 2024 |

*** Please note that the Bidder's Conference is mandatory for those who intend to submit a proposal.**

All times shown are Central Standard Time (CST). GMWDB reserves the right to adjust the schedule when it is in the best interest of GMWDB or to extend any published deadline in this RFP upon notification to those who have attended the Bidder's Conference by the date and time specified. The prospective Contractor is solely responsible for ensuring that any electronic documents sent to GMWDB arrive on time.

Questions and Request for Clarification

Potential bidders and others who may be interested will have the opportunity to ask questions about the RFP and proposal requirements. All questions/requests for clarification must be submitted and received in writing via email by May 24, 2024, no later than 4:30 p.m. (CST) to: procurement@tpma-inc.com.

Verbal questions or requests for clarification will not be accepted. Further, GMWDB reserves the right to reject any or all requests for clarification, in whole or in part.

All written questions/requests for clarification accepted by GMWDB will be posted to the TPMA website. To avoid actual or perceived conflict or undue influence over the process, all Contractors (including the current Contractor if a proposal is submitted) are prohibited from contacting the Chief Elected Official (CEO, any GMWDB Area member, committee members, or staff other than the contact listed above) regarding this RFP. Contact with anyone for the purpose of influencing the outcome of the procurement will result in disqualification from this competitive procurement process.

ELIGIBLE APPLICANTS

The types of entities that may be a Service Provider include, but are not limited to:

- The One-Stop Operator ¹
- An institution of higher education
- A community-based, non-profit organization
- Workforce intermediary
- A private-for-profit entity

Additional Requirements: The State and local boards shall ensure that in carrying out activities under this title, Career Service Providers:

- Disclose any potential conflicts of interest arising from the relationships of the operators with particular training service providers or other service providers;
- Do not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services, and
- Comply with Federal regulation and procurement policies relating to the calculation and use of profits.

Further, the GMWDB will declare entities ineligible if they are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Respondents must disclose any legal judgments, claims, arbitration proceedings, lawsuits, or other legal proceedings pending or outstanding (unresolved) against the organization, its owners, officers, or principals. Respondents must comply with Section 504 of the Rehabilitation Act of 1973, the Federal Drug-Free Workplace Act of 1988, and the Americans with Disabilities Act to be eligible.

¹ <https://www.tn.gov/content/dam/tn/workforce/documents/wfs/WFSPolicyOne-StopOperatorandServiceProviderProcurement.pdf>

BACKGROUND INFORMATION

Structure and Service Delivery System

The Greater Memphis Workforce Development Board (GMWDB) is one of nine designated workforce areas in Tennessee. GMWDB covers four Counties: Shelby, Lauderdale, Tipton, and Fayette.

Local Workforce Development Board

GMWDB has been certified by Tennessee's Governor as a Local Workforce Development Board. In collaboration with the CEO, its principal function is to provide oversight and policy guidance of the workforce development system.

GMWDB comprises volunteers from all four counties within the region who represent private-sector businesses, labor, economic development, education, veteran's interests, community-based organizations, and state agencies. Joint oversight is provided through an agreement between the CEO and GMWDB.

Local Workforce Development Area Mission and Vision

The mission of the Greater Memphis Workforce Development Board (GMWDB) is "to advance business-driven talent development strategies that promote economic growth, employment opportunities, and builds a quality workforce."

Our vision is "to be an efficient model and recognized leader in building tomorrow's workforce through a comprehensive and innovative systems approach." Every building block of our organization is constructed upon our values of respect, compassion, integrity, collaboration, and excellence.

The Greater Memphis Workforce Development Board Strategic Goals

The primary goals for GMWDB are to develop data-driven sector employment pathways in partnership with business, labor, education, and the non-profit sector.

1. Enhance business engagement & and human capital development.
2. Support industry sector and business forums that facilitate discussion between employers, education, and training providers.
3. Develop a streamlined model to support employers.
4. Improve the effectiveness of service delivery.
5. Attract, develop, and retain top talent.
6. Develop and improve partnerships that enhance workforce development.
7. Ensure that the community understands and recognizes value and services.

Workforce Innovation and Opportunity Act (WIOA) of 2014

The workforce services to be provided shall be in accordance with the Workforce Innovation and Opportunity Act (WIOA), P.L. 113-128, enacted July 22, 2014. As the first legislative reform of the public

workforce system in more than 15 years, WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA authorizes the Job Corps, Youth Build, and Migrant and Seasonal Farmworker programs in addition to the core programs. WIOA is designed to strengthen and improve the nation's public workforce system and help put Americans back to work.

WIOA is one of GMWDB's primary funding sources for workforce development services. Contractors must be familiar with WIOA and the federal regulations applicable to WIOA. WIOA and the regulations can be accessed on the Department of Labor's site at (www.doleta.gov). The Tennessee Workforce Commission is the recognized Department of Labor for Tennessee.

Governing Authority

The Contractor hereby agrees to comply with the Workforce Innovation and Opportunity Act (WIOA), Wagner-Peyser Act, and all applicable Federal, State, and local GMWDB regulations, policies, plans, and instructions as they pertain to the Contract, which is in effect at the inception of the contract or as may be promulgated or amended during its life and will require its sub-contractor to do likewise. When determining applicability, all programs and activities funded or otherwise financially assisted, in whole or part, under WIOA are programs and activities receiving federal financial assistance.

Funding

The LWDB will award WIOA Title I Adult, Dislocated, and Youth funding to selected entity(ies) to provide Career Services, Youth Services, Business Services, and other identified workforce opportunities, and arrange for and provide payment for Training and Support Services directly to and/or on behalf of participants, to a Title I Service Provider as identified in this RFP. This funding will be in two parts: Adult and Dislocated Workers Services and Youth Services.

These allocations below are from October 1, 2024-June 30, 2025. Each year new allocations will be negotiated for a 12-month period going forward.

- **Title I Adult/Dislocated Workers Service Provider:** \$3,000,000 total. Of the Title I Adult/DW funding, 45 % (\$1,350,000) will be a pass-through line item awarded for Adult/Dislocated Direct Participant Costs.
- **Title I Youth Service Provider:** \$2,100,000 total. Of the Title I Youth funding, 45% (\$945,000) will be a pass-through line item awarded for Youth Direct Participant Costs.
- All funding for this RFP is contingent upon the GMWDB and the Tennessee Department of Labor and Workforce Development having funds available, and it may change based on increase/decrease allocations, de-obligation of funds, new initiatives, and decisions of the GMWDB and State.
- Ratio of ISY/OSY will be negotiated based upon State guidelines and waiver authority.
- Funding for other workforce initiatives, such as RESEA and the Tennessee Youth Employment Program, will be negotiated and awarded to the selected provider in addition to the Title I funding.
- The GMWDB will negotiate with the successful respondent(s) regarding the effective date for onboarding and transition.
- Subject to performance and fund availability, the selected contractor(s) may be eligible for up to two (2) one-year extensions, with the budget subject to GMWDB approval.
- A separate budget is required for each component. Specific line items require a detailed explanation.
- All funding of this RFP is contingent upon the GMWDB and/or partner agreements having fund availability, which may change based on increases or decreases in allocations, de-obligations of

funds, new initiatives, and GMWDB decisions.

- For the awarded contract(s), with any negotiations, the submitted proposal will become part of the official contract file. Any commitments made in the proposal will be part of the contract(s) and binding on the contractor(s).
- The contract will be awarded as a line-item cost reimbursement. No expenses are reimbursable until a contract or letter of authorization has been issued to incur costs as of a specific date.
- Monthly invoices are due by the 10th of the month for the previous month unless the 10th falls on a weekend or holiday, at which time the invoice is due the Friday before. Invoices must include accompanying support schedules of expenditures by grant, AJC Location, cost classification, and line item to facilitate GMWDB reporting and reconciliation requirements by the State of Tennessee. Invoices will be paid within 45 days of receipt of a properly documented invoice.
- The issuance of this solicitation in no way commits the GMWDB to pay any cost for the preparation and submission of a proposal. The Bidder assumes all costs of preparation of the proposal and any presentation necessary for the proposal process.
- The GMWDB may elect to reject all proposals if the scope of work is not adequately addressed, the fund request is not appropriate for the scope of services, or for other reasons deemed appropriate by the GMWDB.

Facilities & Equipment

Contractor staff will be allocated space in the AJCs. Front-line staff will be assigned based on customer needs. Other staff will be provided space but will not be guaranteed a location. Additionally, the following space will be dedicated:

Dedicated workspace is available at all centers for Service Provider staff.

- Business hours for all AJCs are Monday through Friday, 8:00 to 4:30. Additional hours outside of the normal workday may be required for customers' special needs. All Contractors and AJCs, both Comprehensive and Affiliate, must follow the State of TN holiday schedule.
- Centers will be closed on all state holidays. The GMWDB must approve all signage utilized in/on the AJC in advance.

This RFP does not include a provision for the purchase of equipment, but equipment may be added later if appropriate. If funds are awarded for equipment, the contractor must follow GMWDB procurement policies, including tagging and including all equipment in the GMWDB inventory. The respondent of this RFP will not retain ownership of any equipment purchased through this contract.

OVERVIEW OF SERVICES SOLICITED UNDER THIS RFP

Contractor Responsibility and Restrictions

Each Contractor is advised that GMWDB will hold the Contractor fully responsible and accountable for effectively and efficiently managing and delivering the services and activities described in this RFP while providing excellent day-to-day customer service and achieving the contracted performance outcomes. The Contractor may subcontract with other entities only if GMWDB grants prior approval; the Contractor is encouraged to utilize minority—and women-owned and operated businesses as subcontractors.

Any proposing entity that is a GMWDB-approved occupational skills training provider will be required to

specify in its proposal how any actual or perceived conflict of interest would be eliminated.

Customer Service Levels

****Note: The following number of customers were provided services during the 22/23 program year:***

| Job Seeker: | |
|--|--------|
| 1. Registered Individuals | 11,097 |
| 2. Individuals Enrolled | 2,789 |
| 3. Training Services (ITAs, OJTs, & WEX) | 1,648 |
| Employer: | |
| 1. Internal job orders created | 22,281 |
| 2. Services Provided to Employer | 25,491 |

****Note: The historical numbers shown above are provided for planning estimates only. Actual service levels may be higher or lower depending on the local economy, the impact of marketing, changes in legislation and/or funding, etc. However, GMWDB hopes to increase the outreach (the above numbers are approximate). More specific numbers are listed in the following Scopes of Work.***

Contractor Orientation/Competency

GMWDB will offer the necessary training to Contractor(s) on the documents, operating procedures, and Management Information System requirements specific/unique to workforce development services solicited in this RFP, within certain limitations. It is a requirement that the Contractor have the professional experience, prior training, and applicable professional judgment within their staff/organization to perform/accomplish the proposed goals, objectives, and activities submitted per workforce development services solicited in this RFP. A contractor with prior WIOA experience may be given additional consideration for documented performance and understanding of workforce development programs as previously delivered.

Management Capability

The Contractor must clearly and thoroughly demonstrate the organizational and management capacity necessary to ensure that the services and/or outcomes are achieved during the contract. These include but are not limited to:

- Delivering high-quality, timely, consistent, and compliant contracted services.
- Meeting or exceeding the contract objectives and performance goals.
- Working effectively with GMWDB staff, other service providers, and community partners.

Upon contract award, the Contractor shall designate a knowledgeable primary point of contact who shall have optimum management and operations authority and be available to GMWDB Administration during regular business hours (as further prescribed in the Scope of Work). During peak performance periods or emergencies, the Contractor's primary point of contact and/or his/her designee(s) may be required to be available beyond these parameters. Contact information shall be made available to GMWDB leadership for after-hours assistance.

Performance Expectations

The Contractor will be held to specific performance deliverables as prescribed by GMWDB. The Contractor must clearly understand the performance measurement tools used in Tennessee (i.e., the Federal Common Measures) and any local performance criteria established by GMWDB. Further, the Contractor must understand that GMWDB has an expectation of excelling in both quantitative and qualitative common measures and the additionally added measures locally for GMWDB to perform well, to ensure that GMWDB is not subject to corrective action by the State of Tennessee and to provide GMWDB with the opportunity to earn performance incentives.

The Contractor must be able to commit to ensuring the appropriate internal processes and staffing are in place to help GMWDB meet the contracted/expected levels of performance and lead GMWDB to the top quartile in the State for performance.

For informational purposes, please see the chart below outlining the performance deliverables outlined in the current Workforce Services Contract:

| Adult, Dislocated Worker & Youth (15 Indicators) | | |
|--|--|--|
| Indicator | Definition | Comments |
| Employment Rate Quarter 2 | Number of exiters employed during the 2nd quarter after exit (For youth only - numerator includes those employed or in education or training during Q2 post) $\frac{\text{Number of exiters employed during the 2nd quarter after exit}}{\text{Total Number of Exiters}}$ | Supplemental data allowable if not in wage records |
| Employment Rate Quarter 4 | Number of exiters employed during the 4th quarter after exit (For youth only - numerator includes those employed or in education or training during Q4 post) $\frac{\text{Number of exiters employed during the 4th quarter after exit}}{\text{Total number of exiters}}$ | Supplemental data allowable if not in wage records |
| Median Earnings Quarter 2 | The midpoint of wages earned during the 2nd quarter after exit for all exiters with wages in the 2nd quarter after exit | Supplemental data allowable if not in wage records |
| Credential Rate | Number of exiters enrolled in postsecondary education or training that obtained credential during participation or within 1 year after exit. OR Number of exiters enrolled in secondary education program and obtained secondary school diploma or equivalent during participation or within 1 year of exit AND were also employed or enrolled in education/training leading to a credential within 1 year after exit. $\frac{\text{Number of exiters enrolled in education/training program (excluding those in OJT or customized training) Including Number of exiters enrolled in secondary school program at or above 9th grade level.}}{\text{Total Number of Exiters}}$ | Adult, Dislocated or Youth in High School Program must attain degree and be employed in Ed/training within 1 year of exit. |
| Skills Gain | Number of in-program participants in an education or training program that leads to a postsecondary credential or employment and are achieving skill gains in one of the following: 1) Educational Achievement 2) HS Diploma or equivalent 3) Secondary/Post-Secondary transcript/report card 4) Training Milestones 5) Skills Progression $\frac{\text{Number of in-program participants during the program year that are in education or training program that leads to a postsecondary credential or employment}}{\text{Total Number of Exiters}}$ | Real-time indicator - includes those enrolled in secondary school program |

| WIOA Employer Indicators | | |
|-------------------------------|--|---|
| Employer Retention Rate | $\frac{\text{Number of participants employed with the same employer in Q2 and Q4 Post}}{\text{Number participants employed in Q2}}$ | Establishments as defined by Bureau of Labor Statistics Quarterly Census of Wages and Earnings Unlike other performance indicators, effectiveness in serving employers will be a shared outcome across the programs and not reported or tracked by program. |
| Employer Penetration Rate | $\frac{\text{Number of establishments that have received or who continues to receive a service or other assistance during report period}}{\text{Number of establishments within state during final month or quarter of report period}}$ | |
| Repeat Business Customer Rate | $\frac{\text{Number of establishments that have received or who continues to receive a service or other assistance during report period AND who utilize a service anytime within previous 3 years}}{\text{Number of establishments that have received a service over the last 3 years}}$ | |

AMERICAN JOB CENTER (AJC) 2022- 2023 TRAFFIC COUNTS

The charts below include **Traffic Counts** for the past eighteen (18) months. The following data is for illustration purposes only.

Affiliate Centers

| 2022-2023 | Fayette | Lauderdale | Tipton | Affiliate Subtotal |
|----------------|---------|------------|--------|--------------------|
| 22-Jul | 0 | 35 | 83 | 118 |
| 22-Aug | 0 | 39 | 157 | 196 |
| 22-Sep | 47 | 44 | 167 | 258 |
| 22-Oct | 28 | 38 | 181 | 247 |
| 22-Nov | 19 | 26 | 123 | 168 |
| 22-Dec | 23 | 20 | 92 | 135 |
| 23-Jan | 31 | 41 | 84 | 156 |
| 23-Feb | 11 | 57 | 59 | 127 |
| 23-Mar | 58 | 83 | 83 | 224 |
| 23-Apr | 71 | 57 | 93 | 221 |
| 23-May | 85 | 110 | 134 | 329 |
| 23-Jun | 109 | 180 | 183 | 472 |
| 23-Jul | 142 | 109 | 241 | 492 |
| 23-Aug | 149 | 107 | 191 | 447 |
| 23-Sep | 153 | 94 | 121 | 368 |
| 23-Oct | 159 | 103 | 102 | 364 |
| 23-Nov | 105 | 89 | 139 | 333 |
| 23-Dec | 250 | 79 | 129 | 458 |
| 18-Month TOTAL | 1440 | 1311 | 2362 | |
| Month Average | 80 | 72.8333333 | 131.2 | |

Comprehensive Centers

| 2022-2023 | Shelby |
|----------------|---------|
| 22-Jul | 666 |
| 22-Aug | 585 |
| 22-Sep | 521 |
| 22-Oct | 497 |
| 22-Nov | 428 |
| 22-Dec | 496 |
| 23-Jan | 594 |
| 23-Feb | 641 |
| 23-Mar | 657 |
| 23-Apr | 556 |
| 23-May | 779 |
| 23-Jun | 764 |
| 23-Jul | 734 |
| 23-Aug | 1029 |
| 23-Sep | 888 |
| 23-Oct | 703 |
| 23-Nov | 602 |
| 23-Dec | 473 |
| 18-Month TOTAL | 11613 |
| Month Average | 645.167 |

Title I Average Participant Service Levels By Locations

| | Adult | | Youth | | Dislocated Worker | |
|------------|-------|-------|-------|-------|-------------------|-------|
| | PY 22 | PY 23 | PY 22 | PY 23 | PY 22 | PY 23 |
| Fayette | 90 | 94 | 30 | 40 | 34 | 35 |
| Lauderdale | 90 | 94 | 30 | 40 | 34 | 35 |
| Shelby | 630 | 658 | 210 | 281 | 230 | 245 |
| Tipton | 90 | 94 | 30 | 40 | 2334 | 35 |
| | | | | | | |
| Total | 900 | 940 | 300 | 401 | 332 | 350 |

KEY PROVISIONS

The selected Contractor will be bound to the following key provisions as outlined in the contract once executed:

Audit Requirements

The services delivered under the Contract are considered sub-recipient services and require compliance with audit requirements for federal funds required by 2 CFR 200.430. The contractor shall have an annual independent audit after spending more than \$750,000 in federal funds during the contract term. The Contractor shall have an annual independent financial and compliance audit that includes coverage of workforce services within its scope and is conducted following generally accepted auditing standards as required in 2 CFR 200.430.

***NOTE: The Contractor must attach a copy of the single audit report along with the RFP. If awarded, the single audit must be submitted annually no later than six (6) months after the end of a program year.**

Internal Financial Controls

- a. The Contractor shall be responsible for implementing procedures and internal financial controls governing the management and utilization of funds provided hereunder. The procedures and financial controls must be established according to Generally Accepted Accounting Principles (GAAP) procedures.
- b. The Contractor shall maintain separate accounting records for all funds expended under the Contract to ensure compliance with all federal and state GMWDB and that the funds have not been unlawfully spent. All expenditures must be allowable, allocable, necessary, and reasonable for the proper and efficient operation of the program under the appropriate funding source administered. All funds must be reported separately.
- c. The Contractor shall make available all accounting records for review upon request for examination, audit, or for the making of excerpts or copies of such records to determine compliance with all applicable rules, regulations, and provisions of the Contract.

Refunds/Credits

Refunds or credits from training institutions or other vendors for unearned funds or costs that have been paid by GMWDB or by the Contractor shall be returned to GMWDB within ten (10) days of being received by the Contractor or shall be accounted for in the following reimbursement request with a reduction equal to the refund or credit.

Administrative Cost

Administrative Costs are allowed, and the Contractor must submit an Administrative Cost Plan to GMWDB for approval annually. Entities are eligible to receive profit

Interest & Program Income

The Contractor must obtain board approval before planning any events which may result in program income.

- a. The Contractor should not leave cash from earned program income sitting idle in a bank account. Cash on hand should be limited to the amount needed for immediate disbursement.
- b. Program income earned on WIOA Title I programs, which include WIOA Adult, WIOA Youth, and WIOA Dislocated Worker funding streams, can be expended as program income.

Stand-In Costs

Costs paid from non-federal sources may stand in for disallowed costs identified in a monitoring report or audit. These costs must be reported as uncharged program costs and must have been disallowed under the grant for which the stand-in costs are offered. They are subject to verification through an audit and must be reported in accordance with standards set in 2 CFR 200.430.

Use of Equipment

Any equipment purchased under the Contract or provided by GMWDB for use in delivering the services under the Contract shall be used exclusively by the applicants and/or participants unless an equipment user agreement has been made part of the Contract. Such equipment is and shall remain the property of GMWDB.

Insurance and Bonding

The Service Provider shall maintain, during the term of this Agreement, the insurance and bonding specified below.

- A. Errors and Omissions/or Professional Liability coverage with limits of \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate, indicating if coverage is on occurrence basis or claims made.
- B. Commercial General Liability coverage with minimum limits of \$1,000,000.00 per occurrence bodily injury and property damage/ \$1,000,000.00 personal and advertising injury/\$2,000,000.00 general aggregate coverage, \$2,000,000.00 annual aggregate products/completed operations, indicating whether the coverage provided on a claims- made or on an occurrence basis. The insurance shall include coverage for the following:
 - Premises/Operation;
 - XCU coverage, where applicable;
 - Products/Completed Operations;
 - Contractual Liability;
 - Independent Contractors;
 - Broad Form Property Coverage;
 - Personal Injury.

C. THE GREATER WORKFORCE DEVELOPMENT LLC is to be included as additional insureds with regard to general liability, auto liability, and excess coverage. A waiver of subrogation applies in favor of additional insureds. The Service Provider is required to notify THE GREATER WORKFORCE DEVELOPMENT LLC of any change or cancellation of coverage.

D. Workers Compensation and Employers' Liability Insurance - Workers' compensation statutory limits as required by Tennessee. This policy should include Employers' Liability coverage for \$1,000,000.00 per accident.

E. Business Automobile Liability Insurance - minimum limit of \$1,000,000.00 each accident for property damage and personal injury. Coverage is to be provided on all owned/leased, hired, and non-owned autos.

F. Service Provider shall secure Fidelity Insurance to provide coverage under this contract or in the event that Service Provider has several contracts with the GREATER WORKFORCE DEVELOPMENT LLC. The fidelity bond shall be equal to the highest monthly advance or reimbursement expected to be received by the Contractor. The policy shall name the officers, directors, and those employees in positions allowing for access to or control of program funds provided for by this Agreement. The Service Provider agrees to reimburse the GREATER WORKFORCE DEVELOPMENT LLC for any loss incurred by the GREATER WORKFORCE DEVELOPMENT LLC under this Agreement. Service Provider shall be liable for any sums not covered and/or paid by their insurer.

G. The Service Provider shall make available to the GREATER WORKFORCE DEVELOPMENT LLC upon request, Certificates of Insurance and Bonding prior to commencing any operations under this Agreement, with such certificates clearly indicating that the Service Provider has obtained insurance and bonding in the amounts, type, and classifications specified in this section and indicating the GREATER WORKFORCE DEVELOPMENT LLC, board members, employees, and appointees as additional insureds as required.

H. All liability insurance except Directors and Officers coverage required by the GREATER WORKFORCE DEVELOPMENT LLC under this Agreement shall cite the GREATER WORKFORCE DEVELOPMENT LLC as an additional insured under the policy. In the event the policy is canceled, the GREATER WORKFORCE DEVELOPMENT LLC shall have the right to cancel this Agreement.

I. Service Provider shall not cancel, materially change, or not renew insurance coverage affecting this contract before final payment by the GREATER WORKFORCE DEVELOPMENT LLC is made to the Service Provider. Service Provider shall notify the GREATER WORKFORCE DEVELOPMENT LLC in writing of any material reduction or exhaustion of aggregate limits. Any exposure realized as a result of being underinsured will be covered by the Service Provider with non-federal funds. Failure to maintain the insurance coverage required herein may result in termination of the contract.

Access to Records

At any time during normal business hours and as often as GMWDB, the LWC, USDOL, Comptroller General of the United States, or their designated representatives may deem necessary, the Contractor shall make available all appropriate personnel for interviews and all such financial, applicant, or participant books, documents, papers, and records (including computer records), or other data relating to matters covered by the Contract, for examination, audit, or the making of excerpts or copies of such records for auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of the Contract. The above-referenced records shall be made available at the Contractor's expense at reasonable locations as determined by GMWDB.

Participant Record Confidentiality

- Contractor must comply with the confidentiality provisions and the record retention requirements of sections 119.021, F.S., where applicable.

- All Contractor records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of the Contractor to maintain records in a location that is accessible to the public.
- Contractor shall not disclose any information concerning a workforce services applicant or participant to any agency or individual, other than GMWDB, for any purpose without the written consent of the participant or his/her responsible parent or legal guardian.
- The contractor shall adhere to GMWDB's Personal Identifiable Information and Personal Health Information Policy and require all staff to sign GMWDB acknowledgment forms.

Information Security

The contractor shall ensure that all staff review policies related to information systems security and the contractor shall comply with employment penalties outlined therein for its employees found to be in violation of such policies.

Code of Conduct and Business Ethics

The contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or parties to sub-agreements. The employees of the contractor must follow the Code of Governmental Ethics issued by the State of Tennessee and provide documentation that all employees attain certification of training on an annual basis as required.

STAFF HIRING, QUALIFICATION, AND TRAINING

- a. The contractor shall hire and manage qualified and trained staff in accordance with industry and/or educational standards, as well as staff who demonstrate the highest propensity to operate under the envisioned integrated service delivery model.
- b. Removal and/or replacement of key personnel require the prior approval of GMWDB who must be notified within five (5) calendar days that a vacancy is possible. In the event key staff positions are vacated, the Contractor will have no more than 45 calendar days from the date of notification to fill such vacancies.
- c. Each funded position must have a specific, written job description that includes the minimum required qualifications and skills for the position, the overall job, and the position's responsibility and authority.
- d. The contractor shall develop and maintain training plans for all front-line positions, including specific competencies and training resources.
- e. Contractor shall implement a system to assess staff's mastery of identified competencies. The Contractor shall coordinate with GMWDB to develop competency exams and question sets to ensure alignment with federal, state, and local expectations.
- f. The Contractor shall maintain a performance management system in which an employee in a funded

position receives a written review of his/her performance at least annually unless more frequent reviews are deemed appropriate.

- g. The contractor shall establish, jointly with staff, goals that align with the Performance Deliverables outlined in the Contract and federal, state, and local quality assurance requirements. These goals will ensure that staff understand their role in aiding the attainment of said deliverables.
- h. The contractor shall provide qualified programmatic and technical staff with the expertise to meet the goals, objectives, and requirements of the services provided throughout the GMWDB. The Contractor shall implement and maintain an effective training program that includes management and staff development.
- i. The contractor shall require that all employees obtain the HiRE Certification administered by the Tennessee Workforce Commission.
- j. The contractor shall provide and/or regularly provide training regarding all workforce development programs and special grants/projects guidelines, policies, and best practices.
- k. Annually, the Contractor shall develop a regional training plan that addresses regional staff's training and development needs as assessed and determined at the onset of the program year. The contractor staff will ensure that the input of GMWDB staff is sought and incorporated into the annual regional training plan. The contractor and GMWDB will review the plan annually to ensure adjustments are made to meet organizational needs.
- l. Contractor shall be required to list all of its organization's job vacancies in HiRE and provide placement information to GMWDB staff.
- m. A successful bidder would consider the existing staff of any current contractor; however, this would not be mandatory.

Staff Salaries and Incentives

The contractor will ensure that it develops and maintains a compensation plan that provides for staff job progression and entails a process for staff to receive merit/performance-based salary increases and/or bonuses if budgetary monies are available. The contractor may consult with GMWDB on an annual basis. The Contractor shall provide a total end-of-year compensation schedule to GMWDB.

Health and Safety

- a. Health and safety standards, including Child Labor GMWDB, established under state and federal law, otherwise applicable to the working conditions of employees shall be applicable to the working and training conditions of workforce services participants. Where participants or employees covered under the Contract are engaged in activities not covered under the Occupational Health and Safety Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are found to be unsanitary, hazardous, or dangerous to their health or safety.
- b. The contractor will adhere to the Emergency Preparedness Plan (EPP) and ensure that staff designated in the One-Stop are sufficiently knowledgeable of their roles during emergencies or situations that may disrupt normal operations.

Further, the Contractor will ensure that all staff are knowledgeable of their roles during emergencies or

disruptions. In accordance with the EPP, the Contractor shall ensure that all new employees review the EPP within 30 days of the employment start date, that the EPP be reviewed with all staff no less than annually, and that each career center performs safety drills at a minimum of once per year unless otherwise appropriate for more frequent drills.

Pre-employment and Subsequent Screenings

The contractor shall develop and maintain written policies regarding pre-employment criminal background screening and drug screening to address the actions that may occur if a screening or check results in a finding. The Contractor agrees that it will develop and maintain these written policies in accordance with all state and federal GMWDB, including without limitation, the Fair Credit Reporting Act, Civil Rights Act, and Title VII of the Civil Rights Act of 1964. The contractor also agrees that it will develop and maintain the written policies in accordance with The Equal Employment Opportunity Commission's ("EEOC") Enforcement Guidance Number 95.002 issued April 25, 2012, titled "Consideration of Arrest and Conviction Records in Employment Decisions under Title VII of the Civil Rights Act of 1964."

Incident Reporting

Known or suspected incidents of fraud, injury, program abuse, or criminal conduct shall be reported to GMWDB immediately and utilize reporting document templates.

Reports

All reports and reimbursement requests shall be submitted to GMWDB's Office by e-mail: to the Workforce Director, Operations Administrator, and Fiscal Specialist by the 10th of the following month, unless otherwise authorized or requested, including, but not limited to:

- a. **Payment Request:** Contractor shall submit to GMWDB an invoice and any back-up documentation to include but not limited to a general ledger detail and financial reports as specified in the Contract. The invoice must be submitted each month. Services and/or training paid in full or in part under any other contract or from any other source are not eligible for payment under the Contract.
- b. **Financial and Programmatic Reports:** The contractor shall ensure that financial and programmatic reports be provided no less than monthly for all program areas managed unless otherwise directed by GMWDB. Reports must be quantitative and qualitative.
- c. **Contract Close-Out Report:** Contractor shall submit to GMWDB a Contract Close-Out Report within ninety (90) days after contract termination, summarizing all payment requests, actual expenses, inventory, and other items requested by GMWDB.
- d. **Program Income Report:** Government or non-profit Contractor, who generates program income from activities covered under the Contract, shall submit to GMWDB a Program Income Report within ninety (90) days after contract termination.

Contractor Authority

- a. The Contractor shall not enter into contracts and/or agreements on behalf of GMWDB or its customers without prior written authorization from GMWDB.
- b. The Contractor shall not act as an agent or employee of GMWDB beyond the Scope of Work described herein. If the Contractor takes any action outside of this designated Scope of Work, the Contractor shall be liable for all costs, fees, and damages that may be incurred by the Contractor or GMWDB as a

result of such actions.

Oversight

The Contractor shall report to and be overseen by GMWDB. The Contractor must openly and immediately communicate to GMWDB's leadership any challenges or problems faced in the operation and management of the career centers that will adversely affect the Contractor's performance of the Contract or GMWDB's ability to meet federal or state requirements.

A/DW SCOPE OF WORK

Adult & Dislocated Worker Service Provider Scope of Work

Provide Services for eligible WIOA Adults and Dislocated Workers, and others identified by the GMWDB-

The Title I Service Provider component is to hire and supervise staff to provide or arrange for the provision of various career, training, and necessary supportive services as outlined below for eligible WIOA Adults and Dislocated Workers and other partner programs identified by the GMWDB, such as Re-Employment Services and Eligibility Assessments (RESEA) program and the Tennessee Youth Employment Program. This component includes but is not limited to, recruitment and eligibility determination of customers, developing a service plan, enrollment, referral to appropriate services, authorizing and/or arranging for funding of direct training and/or support services and maintaining follow-up with the customer to track and assure performance.

Career Services

Basic career services must be made available and, at a minimum, must include the following services, as consistent with allowable program activities and Federal cost principles (as cited in TEGL 16-16):

- Determinations of whether the individual is eligible to receive assistance from the adult or dislocated worker programs;
- Outreach, intake (including worker profiling), and orientation to information and other services available through the one-stop delivery system;
- Initial assessment of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs;
- Labor exchange services, including— (i) Job search and placement assistance, and, when needed by an individual, career counseling, including— (A) Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and (B) Provision of information on nontraditional employment; and (ii) Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the one-stop delivery system;
- Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, when appropriate, other workforce development programs;
- Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including— (i) Job vacancy listings in labor market areas; (ii) Information on job skills necessary to obtain the vacant jobs listed; and (iii) Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;
- Provision of performance information and program cost information on approved eligible training providers list of services by program and type of providers;
- Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;
- Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance and appropriate referrals to those services and assistance, including child care; child support, medical or child health assistance available through the State's Medicaid program; benefits under SNAP; assistance through the earned income tax credit; and assistance under a State program for Temporary Assistance for Needy Families, and other supportive services and transportation provided through that program;

- Provision of information and assistance regarding filing claims for unemployment compensation, by which the one-stop must provide meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation. (i) “Meaningful assistance” means (A) Providing assistance on-site using staff who are well-trained in unemployment compensation claims filing and the rights and responsibilities of claimants or (B) Providing assistance by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time. (ii) The costs associated in providing this assistance may be paid for by the State’s unemployment insurance program, or the WIOA adult or dislocated worker programs, or some combination thereof.
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.
- Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These services include the following services, as consistent with program requirements and Federal cost principles:
- Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include— (i) Diagnostic testing and use of other assessment tools and (ii) In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, the eligible training providers (as described in § 680.180 of this chapter);
- Group counseling;
- Individual counseling;
- Career planning;
- Short-term pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;
- Internships and work experiences that are linked to careers;
- Workforce preparation activities (see 34 CFR 463.34);
- Financial literacy services as described in sec. 129(b)(2)(D) of WIOA and 20 CFR part 681;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.
- Follow-up services must be provided, as appropriate, including counseling regarding the workplace for participants in adult or dislocated worker workforce investment activities placed in unsubsidized employment for up to 12 months after the first day.
- Training Services – in compliance with WIOA, training services may include:
 - Occupational skills training, including training for nontraditional employment;
 - On-the-job training;
 - Incumbent worker training;
 - Programs that combine workplace training with related instruction, which may include cooperative education programs;
 - Training programs operated by the private sector;
 - Skill upgrading and retraining
 - Entrepreneurial training
 - Transitional jobs
 - Job readiness training provided in combination with other services;
 - Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with services; and
 - Customized training is conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Payment of Training and Support Services

In addition to arranging for training and support services, the Service Provider will be responsible for payments made directly to the participant or on behalf of the participant to vendors and training providers for the provision of training and support services. Examples include, but are not limited to:

- Transitional Work Experience wages and applicable taxes/workman's compensation;
- Individual Training Accounts to Eligible Training Providers;
- Supportive Services such as uniforms, tools, etc.;
- Transportation assistance; and
- Other payments on behalf of participants as deemed appropriate and funded by the GMWDB.

The GMWDB will award direct participant funds to the successful bidder for payment to vendors, training providers and participants as provided in this RFP. The Direct Participant line item will be increased/decreased via contract modification based on available funds and training needs as determined by the GMWDB. As pass-through funds, Direct Participant funds are not a required bid item.

NOTE: The GMWDB will pass through direct participant funds to be paid to employers for on-the-job training, incumbent worker training, apprenticeships, customized training, etc. as part of its Business Service function.

- a. The Provider must utilize the Virtual One-Stop (VOS) State participant management system to record participant eligibility, enrollment, service strategy and related case management services prior to authorizing funding in VOS. State and GMWDB deadlines for data entry must be met. Additional systems may be utilized in addition to VOS; however, VOS is the official record of activity and direct participant payment.
- b. The Provider must pay all vendors, training providers and participants in a timely manner. Timing of payments to and on behalf of participants should take into consideration they are generally low income and need funds to participate in the program.

Performance Requirements

A. **Performance Measures:**

In accordance with State Workforce Development Board (SWDB) guidance, and the Workforce Innovation and Opportunity Act (WIOA), Title I local area formula funds of the Greater Memphis Workforce Development Board (GMWDB) must meet a minimum participant cost rate for allowable WIOA funded services. The minimum participant cost rate (MPCR) is a State identified performance accountability measure pursuant to WIOA, Section 116(b)(2)(B). The MPCR serves as a benchmark for participant expenditures to focus Federal resources more effectively on serving individuals, ultimately impacting performance and outcomes while emphasizing financial integrity of taxpayer dollars in partnership with our workforce system stakeholders. The GMWDB shall ensure that the state minimum of their WIOA Title I formula allocations are allowable participant costs under WIOA funded services per WIOA Section 129(c)(2), WIOA Section 134, TEGL 19-16 and TEGL 21-16, and may set their local MPCR requirement above the state minimum. GMWDB is responsible for meeting State negotiated MPCR and performance goals and will hold the entity awarded the contract for this RFP responsible as well.

B. **Primary Indicators of Performance:**

Section 116(b)(2)(A) of the Workforce Innovation and Opportunity Act (WIOA) establishes performance accountability indicators and performance reporting requirements to assess the effectiveness of States and local areas in achieving positive outcomes for individuals served by each of the six core WIOA programs as follows:

- Employment Rate – Second Quarter After Exit
- Employment Rate – Fourth Quarter After Exit
- Median Earnings – Second Quarter After Exit

- Credential Attainment
- Measurable Skills Gains
- Effectiveness in Serving Employers

The local board, the chief elected official, and the Governor shall negotiate and reach an agreement on local levels of performance based on the State-adjusted levels of performance established under WIOA subsection (b)(3)(A). The contract that results from this RFP will require the contractor to follow and remain in good standing with the GMWDB and Tennessee Department of Labor and Workforce Development's Remedies and Sanctions policies. Failure to remain in good standing may result in termination of the contract. All renewal(s) or extension(s) of the resulting contract will be subject to this standing and overall performance measures.

C. Key Indicators of Performance:

Key Performance Indicators (KPIs) provide a way of measuring the effectiveness of an organization in achieving its goals. The State sets KPIs and may address Federal, State, or Local priorities. KPIs were developed in order to increase the impact of the public workforce system, primarily through increased enrollment. The Tennessee Department of Labor and Workforce Development has developed annualized regional and state KPIs to pursue continuous improvement. According to the guidelines, each Local Workforce Development Board (LWDB) will be tasked with collaborating within their grand planning region to develop quarterly targets specific to the goals and needs of the local area. The evaluation of locally developed KPIs will reveal strengths and areas of improvement.

The GMWDB's most recent KPIs are listed in Section 1.9 Federal and State Performance Measures in the RFP. The GMWDB reserves the right to negotiate performance levels, performance outcomes, and cost per participant for 2024 and beyond based on State guidance and direction and funding availability.

YOUTH SERVICES SCOPE OF WORK

Youth Services

The GMWDB has determined at the issuance of this RFP that all current youth funds will be utilized for WIOA eligible Out-of-School Youth (age 16-24). The contractor will be notified and provided guidance to implement in-school youth programming, if applicable. The percentage of in-school and out-of-school youth will be determined based upon approval of state youth waiver. At this time, In-school Youth will be limited to 25% unless a waiver is approved.

Youth Service Elements:

Local programs must make each of the following 14 services available to youth participants (WIOA sec. 129(c)(2)):

- (1) Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential;
- (2) Alternative secondary school services, or dropout recovery services, as appropriate;
- (3) Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - a. Summer employment opportunities and other employment opportunities available throughout the school year;
 - a. Pre-apprenticeship programs;
 - b. Internships and job shadowing; and
 - c. On-the-job training opportunities;
- (4) Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area involved, if the Local Board determines that the programs meet the quality criteria described in WIOA sec. 123;
- (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (6) Leadership development opportunities, including community service and peer centered activities encouraging responsibility and other positive social and civic behaviors;
- (7) Supportive services, including the services listed in § 681.570;
- (8) Adult mentoring for a duration of at least 12 months, that may occur both during and after program participation;
- (9) Follow-up services for not less than 12 months after the completion of participation, as provided in § 681.580;
- (10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
- (11) Financial literacy education;
- (12) Entrepreneurial skills training;
- (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
- (14) Activities that help youth prepare for and transition to post-secondary education and training.

In addition to the 14 Program Elements, the successful contractor's role will be to provide the following youth program framework.

A. Intake:

An Orientation process must be provided to each potential eligible youth participant. Orientation must include information on the services that are available within the WIOA Title I youth program and the One-Stop Service Delivery system within Greater Memphis. These services may include, but are not limited to:

- i. Orientation/Introduction of the program purpose
- ii. All program services and resources available
- iii. Responsibilities of other service providers
- iv. Program participant's responsibility
- v. Information on follow-up services
- vi. Information on support services
- vi. Referral to other appropriate services

The Intake involves registration, eligibility determination, and collection of documentation to support verification of eligibility for services. Other services also include referral for basic skills development and referral to other services as appropriate.

B. Assessments: Assessment is a process that identifies service needs. An objective assessment must be administered to all eligible youth. The WIOA youth program design requires an objective assessment of academic levels, goals, interests, skills levels, abilities, aptitudes, and supportive service needs; it also measures barriers and strengths. Assessment results are used to develop the Individual Service Strategy (ISS). The results from the objective assessment must be entered into Jobs4TN.C.

C. Individual Service Strategy (ISS): The Individual Service Strategy is the plan that identifies the employment goals, educational objectives, and appropriate services for the participants. Each participant must develop and update an ISS as necessary. An ISS must be directly linked to one or more performance indicators and identify a career pathway that includes education and employment goals. Goals and objectives must be specific, measurable, achievable, relevant, timely, and aligned with the interest and career pathway identified in the objective assessment.

D. Career Coaching: Case management should be a process that typically includes non-instructional activities such as navigation to and arrangements for academic, career, or personal counseling, financial aid, childcare, housing, and other financial assistance that can be critical to the success and continued engagement of the individual in pursuing their career pathway component. Youth programs must provide case management services to assist a youth participant in making informed choices and completing the program. Support may be provided on an individual or group basis. Career Coaching principles and methods must be incorporated throughout the program design. A case manager must be assigned to follow the process of each youth participant from enrollment to program exit, including follow-up services.

E. Supportive Services: Youth programs must provide supportive services to eligible youth participants to enable an individual to participate in youth activities authorized under Title I of WIOA.

F. Follow-Up Services: Follow-up services are critical services provided for no less than 12 months following a youth participant's exit from the program. Those services help ensure the youth is successful in employment and/or post-secondary education and training beyond their program completion. The youth service provider must establish procedures to ensure follow-up services are conducted and documented in Jobs4TN. Follow-up services include regular, meaningful contact and may include allowable follow-up activities:

- a. Supportive Services
- b. Adult Mentoring
- c. Financial Literacy Education
- d. Services that provide Labor Market Information
- e. Activities that help youth prepare for and transition to postsecondary education and training.

Performance Requirements

A. Performance Measures:

In accordance with State Workforce Development Board (SWDB) guidance and the Workforce Innovation and Opportunity Act (WIOA), Title I local area formula funds of the Greater Memphis Workforce Development

Board (GMWDB) must meet a minimum participant cost rate for allowable WIOA-funded services. The minimum participant cost rate (MPCR) is a State-identified performance accountability measure pursuant to WIOA, Section 116(b)(2)(B). The MPCR serves as a benchmark for participant expenditures to focus Federal resources more effectively on serving individuals, ultimately impacting performance and outcomes while emphasizing the financial integrity of taxpayer dollars in partnership with our workforce system stakeholders. The GMWDB shall ensure that the state minimum of their WIOA Title I formula allocations are allowable participant costs under WIOA-funded services per WIOA Section 129(c)(2), WIOA Section 134, TEGL 19-16 and TEGL 21-16, and may set their local MPCR requirement above the state minimum. GMWDB is responsible for meeting state-negotiated MPCR and performance goals and will hold the entity awarded the contract for this RFP responsible as well. A negotiated percentage of the youth funding will be determined to be spent on In-School Youth. Work Experience must account for at least 26% of the total youth funding, including in-school and out-of-school.

B. Primary Indicators of Performance:

Section 116(b)(2)(A) of the Workforce Innovation and Opportunity Act (WIOA) establishes performance accountability indicators and performance reporting requirements to assess the effectiveness of States and local areas in achieving positive outcomes for individuals served by each of the six core WIOA programs as follows:

- Employment Rate – Second Quarter After Exit
- Employment Rate – Fourth Quarter After Exit
- Median Earnings – Second Quarter After Exit
- Credential Attainment
- Measurable Skills Gains
- Effectiveness in Serving Employers

The local board, the chief elected official, and the Governor shall negotiate and reach agreement on local levels of performance based on the State adjusted levels of performance established under subsection (b)(3)(A). The contract that results from this RFP will require the contractor to follow and remain in good standing with the GMWDB and Tennessee Department of Labor and Workforce Development's Remedies and Sanctions policies. Failure to remain in good standing may result in termination of the contract. All renewal(s) or extension(s) of the resulting contract will be subject to this standing as well as overall performance measures.

C. Key Indicators of Performance: Key Performance Indicators (KPIs) provide a way of measuring the effectiveness of an organization in achieving its goals. KPIs are set by the State and may address, Federal, State or Local priorities. KPIs were developed in order to increase the impact of the public workforce system, primarily through increased enrollment. In pursuit of continuous improvement, the Tennessee Department of Labor and Workforce Development has developed annualized regional and state KPIs. From the guidelines, each Local Workforce Development Board (LWDB) will be tasked with collaborating within their grand planning region in order to develop quarterly targets specific to the goals and need of the local area. The evaluation of locally developed KPIs will reveal strengths and areas of improvement. The GMWDB's most recent KPIs are listed in Section 1.9 Federal and State Performance Measures, in the RFP.

Adult, Dislocated Worker & Youth Key Indicators

| Adult, Dislocated Worker & Youth (15 Indicators) | | |
|--|---|---|
| Indicator | Definition | Comments |
| Employment Rate Quarter 2 | $\frac{\text{Number of exiters employed during the 2nd quarter after exit (For youth only - numerator includes those employed or in education or training during Q2 post)}}{\text{Total Number of Exiters}}$ | Supplemental data allowable if not in wage records |
| Employment Rate Quarter 4 | $\frac{\text{Number of exiters employed during the 4th quarter after exit (For youth only - numerator includes those employed or in education or training during Q4 post)}}{\text{Total number of exiters}}$ | Supplemental data allowable if not in wage records |
| Median Earnings Quarter 2 | The midpoint of wages earned during the 2nd quarter after exit for all exiters with wages in the 2nd quarter after exit | Supplemental data allowable if not in wage records |
| Credential Rate | $\frac{\text{Number of exiters enrolled in postsecondary education or training that obtained credential during participation or within 1 year after exit. OR Number of exiters enrolled in secondary education program and obtained secondary school diploma or equivalent during participation or within 1 year of exit AND were also employed or enrolled in education/training leading to a credential within 1 year after exit.}}{\text{Number of exiters enrolled in education/training program (excluding those in OJT or customized training) Including Number of exiters enrolled in secondary school program at or above 9th grade level.}}$ | Adult, Dislocated or Youth in High School Program must attain degree and be employed in Ed/training within 1 year of exit. |
| Skills Gain | $\frac{\text{Number of in-program participants in an education or training program that leads to a postsecondary credential or employment and are achieving skill gains in one of the following: 1) Educational Achievement 2) HS Diploma or equivalent 3) Secondary/Post-Secondary transcript/report card 4) Training Milestones 5) Skills Progression}}{\text{Number of in-program participants during the program year that are in education or training program that leads to a postsecondary credential or employment}}$ | Real-time indicator - includes those enrolled in secondary school program |
| WIOA Employer Indicators | | |
| Employer Retention Rate | $\frac{\text{Number of participants employed with the same employer in Q2 and Q4 Post}}{\text{Number participants employed in Q2}}$ | Establishments as defined by Bureau of Labor Statistics Quarterly Census of Wages and Earnings Unlike other performance indicators, effectiveness in serving employers will be a shared outcome across the programs and not reported or tracked by program. |
| Employer Penetration Rate | $\frac{\text{Number of establishments that have received or who continues to receive a service or other assistance during report period}}{\text{Number of establishments within state during final month or quarter of report period}}$ | |
| Repeat Business Customer Rate | $\frac{\text{Number of establishments that have received or who continues to receive a service or other assistance during report period AND who utilize a service anytime within previous 3 years}}{\text{Number of establishments that have received a service over the last 3 years}}$ | |

ONE STOP OPERATOR SCOPE OF WORK

The One-Stop Operator (OSO) will utilize strategic, operational, and exceptional customer service skills to collaborate with GMWDB workforce system partners to achieve GMWDB's objectives for the system, in alignment with the local vision, mission, and goals. The OSO will also be accountable to all GMWDB One-Stop partners while upholding strict neutrality and impartiality. The roles and responsibilities of the OSO are described below:

- Provide functional leadership of the One-Stop Career Center required services, including all services provided by entities who have entered in One-Stop Memoranda of Understanding (in accordance with WIOA). This includes frontline staff in the areas of customer engagement, universal service access within the resource room, client navigation, customer service delivery, and contract compliance as outlined in the Memoranda of Understanding (MOU).
- Assist in the development of the MOU in accordance with WIOA 20 CFR § 678.500 and ensure the signatures of all required partners are acquired. Develop and maintain the Infrastructure Agreement for all Career Centers.
- The Contractor is expected to ensure that the One-Stop Partners adhere to MOUs, agreements, and reporting procedures. The Contractor will work with One-Stop Partners to ensure that training regarding the partner's services is provided to all staff.
- Ensure the appropriate delivery of workforce development services in accordance with all governing GMWDB, statutes, regulations, guidance, and policies.
- Coordinate all One-Stop Career Center activities within the GMWDB including but not limited to
 - Ascertain office locations and provide necessary maintenance of the facilities (e.g., utilities, janitorial, parking, building security, safety matters when related to universal access and resources, and manage office relocations and closures).
 - Maintain One Stop Center hours, including opening and closing, posting notices, and providing community flexibility of hours and services as applicable and necessary for connections and affiliate sites' work and service delivery.
 - Oversee day-to-day operations, including scheduling staffing patterns for greeting and facilitation, coordinating room reservations and community partners (e.g., job fairs, large hiring events, community meetings, tours of visitors and dignitaries), and other center-based staffing responsibilities.
 - Ensure technology is functional and current, and the equipment is maintained and appropriately secured.
 - Track partners' services and receive all online applications to navigate individuals while connecting them to the appropriate partner for jobs and/or services offered in the system.
 - Must be knowledgeable about all basic career services, i.e. Labor Market, Supportive Service, etc.
- Establish a single point of entry (electronic and physical) for job seekers.
- Responsible for the integration of a One-Stop Career Center by focusing on a fully coordinated service delivery model.
- Assure the delivery of services to individuals with limited English proficiency, disabilities, or other significant barriers.
- Promote adoption of creative and innovative methods and best practices in the delivery of the required services.
- Develop and maintain written procedures, i.e., broad operational guidelines (such as hours of operation, etc.) that will outline the responsibilities and objectives of each of the One-Stop Partners while providing

excellent customer service.

- Ensure One-Stop partners follow the policies of the career center.
- Facilitate a meeting of all One-Stop partners where each partner's detailed procedures and offered services will be made known to all of the other partners no less than once per quarter. The Contractor shall provide a report to GMWDB after each meeting. Such meetings shall be hosted in each of the eight (8) Counties, preferably in each one-stop in the respective parish. All partners throughout the parish shall be invited.
- Increase customer satisfaction by developing flows and processes that are driven by feedback from both business and job-seeker customers.
- Ensure timely and efficient handling of incoming telephone calls (possibly by a full-time switchboard operator who is knowledgeable of the basic available services and the current availability of staff). Incoming telephone calls must be answered during the listed business hours.
- Coordinate and schedule facilities usage such as, but not limited to, classrooms, assessment, and conference rooms.
- Enforce procedural, conduct, and dress code policies of GMWDB.
- Abide by all Federal, State, and Area procurement policies.
- Coordinate the delivery of workshops enabling One-Stop clients to become self-sufficient.
- Conduct outreach and outreach activities with partner agencies and other community-based organizations to promote WIOA services.
- The initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs.
- Maintain records of all program-related expenditures by cost categorization.
- Follow any current and future Area administrative directives, especially those directives that concern fiscal responsibilities of the day-to-day operation of the One-Stop Center, Equal Employment Opportunities, and the Americans with Disabilities Act.
- Advise and assist GMWDB on all items relevant to One-Stop Credentialing.
- Ensure that bilingual language tools are present in the centers to assist the needs of the non-English speaking population.
- Assist GMWDB in any other duties assigned.

Further, it is the One-Stop Operator's responsibility to ensure non-discrimination in that customers have an equal opportunity to access programs and services administered by GMWDB. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with programs on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation, or status as a workforce services, and each customer shall have such rights as are available under any applicable Federal, State, or local law prohibiting discrimination.

Additional Expectations

In addition to co-location at the GMWDB Comprehensive Center, the sub-recipient awarded a contract

through this RFP is expected to be an active partner of GMWDB's One-Stop System. Specific expectations will be negotiated during contract development but will likely include:

1. Adhere to One-Stop Center policies and procedures and support daily operations.
2. Attend agreed-upon partnership meetings and workgroup meetings.
3. Participate in Continuous Quality Improvement efforts.
4. Sign the required MOU and Infrastructure Sharing Agreement and participate in associated cost sharing.
5. Successfully contribute to overall performance measures using a common data collection system for tracking and reporting.
6. Use GMWDB's common Referral System to make and accept community referrals.
7. Share best practices, innovative service delivery strategies, and resources with GMWDB partners.
8. When applicable, the contractor will participate in One-Stop general orientations to provide an overview of WIOA Title I Youth services and eligibility requirements and may conduct additional information sessions.
9. Use the regional brand name GMWDB, in lieu of organizational workforce development language and names in marketing and delivery of services and programs and credit GMWDB and GMWDB#40 for funding on marketing and other collateral materials.

The GMWDB reserves the right to negotiate 2024 and beyond performance levels, performance outcomes, as well as cost per participant based upon State guidance and direction and availability of funding.

Please Note: Network of Access Points

Access points managed by a provider who will establish open and closed partnerships with communal allies to ensure all eligible participants served receive resources provided through the AJC Network. The Network of Access Points will deliver a broad range of career, training, and other related services in close coordination with partner agencies as required by WIOA. These resources are marketed and branded to ensure that each participant is served based on immediate and future needs.

Provider will maintain relationships with existing access sites and establish new sites to ensure we are reaching and serving individuals with disabilities, criminal justice involvement, youth/young adults, unemployed, dislocated workers, and underemployed through a network of at least 100 access sites.

Service Locations

All Contractors under this solicitation shall deliver the services described in this Scope of Work at the locations determined by GMWDB.

The current full-service locations are:

| | |
|-------------------|--|
| Tipton County | 877-C Hwy 51 N Covington, TN 38019 |
| Lauderdale County | 301-C Lake Drive Ripley, TN 38064 |
| Fayette County | 6250 Hwy 64, STE 8 Oakland, TN 38060 |
| Shelby County | 155 Angelus Street Memphis, TN 38104 |

Levels of service needed in each location are dependent, to a certain extent, on the traffic within each office. Therefore, the Contractors need to build in the flexibility to assign staff and other resources as needed to accommodate customer flow.

Hours of Operation and Holiday Schedule

- The contractor shall adhere to the following hours of operation for GMWDB offices in all four counties unless otherwise approved by the CEO of GMWDB. Hours are Monday through Friday: 8:00 am – 4:30 pm.
- The contractor shall follow the State of Tennessee holiday schedule (subject to GMWDB revision) and close the career centers to customers on the days upon which the following holidays are observed:

| HOLIDAY SCHEDULE | |
|------------------------|------------------------|
| New Year's Day | January 1, 2024 |
| Martin Luther King Day | January 15, 2024 |
| President's Day | February 19, 2024 |
| Good Friday | March 29, 2024 |
| Memorial Day | May 27, 2024 |
| Juneteenth | June 19, 2024 |
| Independence Day | July 4, 2024 |
| Labor Day | September 2, 2024 |
| Veterans Day | November 11, 2024 |
| Thanksgiving Day | November 28 - 29, 2024 |
| Christmas Day | December 24 - 25, 2024 |
| New Year's Eve | December 31, 2024 |

*Additional holidays may be proclaimed by the Governor.

RESPONSE SUBMITTAL

Responsive Proposals

To be considered responsive, proposals must meet the following minimum criteria:

One (1) original proposal and an electronic version must be received by the Greater Memphis Workforce Development Board Administrative office by **no later than the due date and time shown in the Procurement Timetable of this RFP**. The timely delivery of a proposal is entirely the responsibility of the Contractor. Proposals postmarked on or before the proposal due date but delivered after the due date or time will be considered non-responsive. Proposals hand-delivered after the due date or time will be considered non-responsive. Proposals that do not have all required attachments and do not follow the guidelines will be considered non-responsive.

- a. Must be single-sided, double-spaced on 8.5" x 11" paper with 1" margins on each side using a 12-point font.
- b. Each page (except the cover sheet) must be sequentially numbered at the bottom of each page.
- c. The original proposals must be manually signed in blue ink by an official authorized to represent and bind the proposing agency and should be marked "original".
- d. Proposals must be presented in the same order as outlined in the "Proposal Outline and Format" section below and contain all requested information.
- e. Giving incomplete or erroneous information or withholding important information could result in disqualification or, subsequently, contract termination.
- f. Contractor must demonstrate a general understanding of the service delivery system; the services solicited by this RFP and the ability to manage and deliver those requested services effectively and efficiently.
- g. The Proposal Narrative shall not exceed 15 pages.

All proposals become the property of GMWDB and will be a matter of public record.

Proposal Outline

All proposals must be assembled according to the following outline:

- 1. Cover Page – use Attachment A**
- 2. Organizational Background – use Attachment B**
- 3. Proposal Abstract/Executive Summary**
 - a. Describe your organization to include its mission, vision, and values.
 - b. Demonstrate an understanding of the workforce development system in Tennessee.
 - c. Outline key organizational achievements within the past three (3) years.

- d. Briefly describe why your organization is seeking an award of this RFP and any unique or innovative aspects that may set your organization and/or your response apart from others.

Proposal Narrative

Clear, thorough, concise answers are preferred rather than an overly verbose narrative that does not provide a specific response. Get to the point as quickly and completely as possible. Do not repeat statements or ideas within the text of the proposal. Referring the reviewer to another section of the proposal for other information is preferred rather than repeating the information. **DO NOT EXCEED 15 Pages** – Any pages over the page limit will not be reviewed by the evaluation team.

4. Organizational Experience / Capabilities

1. Describe the proposed organization's experience in providing the services proposed and the organization's capabilities to deliver the proposed services by thoroughly responding to the following:
2. Describe your organization's experience in managing and delivering each of the workforce development programs and services outlined in this RFP. Be sure your response clearly articulates which services were managed and delivered. (Sections D-J)
3. Detail your organization's experience outlined above by providing specific data on performance outcomes achieved to demonstrate the organization's ability to meet contractual performance standards. Note: The information should be provided in table format and include the goals set (either through a contract, plan, or policy) and provide verifiable performance achievement data against those set goals. Examples of the types of goals being requested include, but are not limited to: federal, state, or local performance measures; training completion rate; job placement rate; average wage at placement; job retention rate; cost per placement; participation rate(s); job seeker satisfaction rate, etc. Provide this information for each of the programs mentioned in "1" above for each contract held in Tennessee and in other states during the past three (3) years. Provide a contact person, phone number, and email address for each such contract. Note: the expectation is that the contractor furnishes performance information for all programs for every state where the Contractor has provided services (included in **Attachment C**).
 - a. Describe your organization's experience with operating a programmatically integrated services delivery model that has the needs of business and industry at the core of your operations.
 - b. Describe your organization's financial and administrative experience and capabilities. Included in that description of experience in managing and accounting for multiple federal, state, and local funding sources in accordance with GAAP.
 - c. Describe your organization's experience conducting self-monitoring for contract performance and compliance.
 - d. Describe your organization's experience with developing and implementing a continuous improvement model.

5. Staffing

As further explained in the Provisions subsection of this RFP, the contractor shall hire and manage qualified and trained staff who have the required skill set and technical expertise to ensure the goals, objectives, and requirements of this RFP are met. The experience, abilities, and motivation of the staff play a critical role in the ultimate success of the service delivery

Staff – Describe how staff will be selected and assigned to this Contract and provide copies of their resumes

(in **Attachment D**). For positions where the staff is not known, a job description may be submitted in place of the resume. In preparing your response, consider the attributes required by the individuals who will have the most responsibility for shaping your product, connecting it to the customer, and achieving performance. Focus on personal attributes, skills, knowledge, and commitment. We are most interested in:

1. The names and job titles of the staff that will be in GMWDB and assigned to work on this project or, if not known, key staff job titles and how much staff will be selected;
2. Why these specific individuals or, if not known, job titles are critical to the project success;
3. If a team approach to management is planned, how do the strengths of these individuals are complementary and not duplicative; and
4. The further assistance and expertise that will be made available by your organization to support these individuals.
 - a. What will be done to ensure consistency of operation while anticipating some turnover among staff members?
 - b. What will be done to instill a professional culture, and a sense of accountability, and to align individual efforts toward common goals and objectives?

Staff Development - Staff development is vital to the success of all GMWDB services. Qualified staff exhibit enthusiasm, capability, and commitment to customers, as well as demonstrated commitment to their professional development. The contractor must submit a comprehensive staff development training plan to:

- a. Describe the Contractor's staff development plans. Specifically, include plans for delivering information technology training, case management, program policy, customer service, and management/supervisory training. Specify for each type of training the duration and the frequency.
- b. Describe plans for an ongoing training program that focuses on ensuring that staff acquire the basic competencies of their positions and are kept abreast of all new information and processes promptly. Specify, for each type of training, the duration, and the frequency.
- c. Describe how new hires are on-boarded to include targeted training relative to their positions.
- d. Describe plans for compliance with the Tennessee Workforce Commission's requirements for One-Stop Credentialing including the Contractor's plan for staff to meet the initial certification requirements.

Further, it is vital that the Contractor has the administrative management capabilities required to attract and maintain appropriate staff. The contractor must have in place, or agree to establish Personnel, Grievance, Travel, and Equal Opportunity/Nondiscrimination Policies; Job Descriptions; Performance Management or Individual Development Plan; and maintain at minimum a 70% staffing fulfillment within a 30-day window. The contractor will provide copies of established policies and plans listed above as attachments to this proposal (**as part of Attachment E**).

6. Transition Plan

An "investment" will be required of any successful Contractor; that investment is uncompensated time and effort in training new staff, transitioning from the current Contractor to a newly selected organization for services to begin with no interruptions on October 1, 2024. The uncompensated period is from September 1, 2024, to October 1, 2024. Describe how the Contractor will deal with this investment to

conduct an orderly transition from the current One-Stop provider and deliverer of services to ensure that there is no disruption in services or negative impact on the customers. Detail the action steps, strategies, and timelines with specific dates for transitioning the services requested under this RFP. This should be presented in table format.

7. Rural Plan

Proposals should include a robust rural plan with key consideration to challenges, opportunities, demographics, the workforce landscape, and economic development happenings in the counties of Shelby, Lauderdale, Tipton, and Fayette.

8. Performance Outcomes

Describe how performance outcomes will be achieved. Explain your organization's approach to meeting performance standards and how you intend to document, track, validate, and report performance outcomes. Provide an assurance that you are committed to achieving the performance indicators including an assurance that your organization will provide a performance and production matrix consistent with GMWDB's directive prior to execution of the Contract. Identify any enhanced levels of performance your organization is committed to producing for each of the measures referenced. Clearly describe why your organization believes the achievement of these enhanced levels is possible. (i.e. counseling will be provided to 100 clients).

9. Budget Narrative

A detailed line-item budget must be submitted on the attached Budget forms **(Attachments F & G)**. Costs included in the proposed budget cannot already be paid by another source; they must be actual costs incurred in delivering the proposed services, and these funds cannot supplant funds already received by the Contractor.

- a. Provide a budget narrative that justifies each proposed expense included on the budget forms in terms of necessity, allow ability, and reasonableness. Show the method of computation.
- b. Identify any in-kind resources/support for the service delivery system beyond what is requested in the budget. Include each committed or proposed source of funding and the amount of that funding.
- c. State what contingency plans are in place to repay GMWDB in the event that there are any disallowed costs as a result of an audit or monitoring review.
- d. Describe how the Contractor will financially support the costs of doing business until an invoice can be submitted and paid by GMWDB. Note, that no advance payment will be made.
- e. If funded, what percentage of the proposing agency's total budget will this contract represent?
- f. What system will be in place for the tracking of ITA, support services, ancillary services, incentives, obligations, and expenditures? How will this system be managed?

In preparing the budget, the Contractor should take into consideration that SLPG will directly pay for facility costs (rent, utilities, phones), equipment (copiers, desks, chairs, tables), information technology (data lines, network development, and maintenance, hardware, software, technical support), customer training (tuition, books, uniforms, OJT employer reimbursements, customized training costs, work experience costs), support services for customers (child care, transportation, car repair), and the

majority of marketing costs (name recognition media buys, resource room supplies and information pieces, signage, assistance with other brochure development). Therefore, the Contractor should not include costs for such expenses in the budget submitted with the proposal.

All proposals will be evaluated based on cost-effectiveness in relation to high-quality service delivery. To accomplish this, GMWDB staff shall conduct an analysis of proposed costs during the proposal review process. The contractor is therefore encouraged to submit its best offer for providing the services requested in this RFP and to thoroughly describe and justify the proposed costs. This analysis shall be conducted to ensure that the proposed costs are necessary, fair, and reasonable; to determine if the proposed costs are allowable and allocable; to determine if there is no duplication of costs with other programs; to ensure that the costs are directly associated with carrying out only the proposed services; and to ensure that the proposed costs will benefit the workforce development delivery system.

SCOPE OF WORK STRATEGY NARRATIVE - ONE STOP OPERATOR

The organization must outline the following strategies for how they intend to deliver the workforce development services outlined in the Scope of Work. Please respond to the questions for the funding source you are applying for.

Describe your organization's approach to the following standards of one-stop operator services.

- Describe in detail what integrated service delivery means to you/your organization. How will you interact with workforce development partners to ensure customers have a seamless and supportive experience? Identify and implement collaborative strategies with any mandated partners that demonstrate a seamless referral system and coordinated service delivery (to ensure services are not duplicated by partnering organizations).
- Describe your operational experience in delivering public services in a center environment.
- Describe strategies and ideas you will help develop, promote, and initiate to improve access to services.
- Briefly summarize your knowledge, experience, and professional network in the Greater Memphis service area. What is your proposed plan to leverage these networks to improve GMWDB's services and outcomes?
- Describe your experience and demonstrated success in facilitating partnerships, both generally and in the specific areas listed below.
 - Keeping partners actively engaged
 - Holding partners accountable to commitments and shared agreements
 - Proactive mediation and conflict mitigation or resolution
 - Improving customer experience
 - Expanding services to new groups (e.g., geographic, virtual services, reducing barriers)
 - Providing and/or coordinating training and presentations
 - Collaboratively developing customer procedures and processes
 - Provide excellent customer service to job seeker customers as well as measure customer satisfaction.
- Describe how you will orient customers to the array of services available to them.
- Describe how you will develop, maintain, and present curriculums that emphasize core values and instill meaningful work ethics, employability skills, job readiness/job search skills, and interview techniques, and your ability to modify/adjust those services as needed, based upon feedback from area employers.

SCOPE OF WORK STRATEGY NARRATIVE - ADULT AND DISLOCATED WORKER CAREER SERVICES

Describe your organization's approach to the following standards of career services and how you will achieve and maintain each of the following.

- **Customer Experience-** Describe your organization's approach to customer service. What defines a quality customer experience? What, in your perspective, is the point of providing quality customer service? Who is accountable for the quality of service provided to customers? How do you ensure quality of service? How is that different for job seekers and businesses?
- **Access and Locations-** Describe how you will adapt your services to provide remote and virtual access. Do you plan on adding specialized career center service locations that are designed to serve as an access and/or outreach site for a specialized group of the population?
- **Outreach and Recruitment-** Describe your outreach strategy. How will you build or enhance partnerships within each region to reach eligible job seekers and overcome potential challenges in enrollment, especially for the hardest-to-serve and dislocated workers?
- **Eligibility and Enrollment-** Describe how you will create an eligibility certification process that is easy for prospective participants to navigate and creates a safe space for individuals to disclose sensitive information and self-identify barriers and needs. How will this process ensure compliance and proper documentation by the Intake and Eligibility Specialists? Include any experience implementing the human-centered design process.
- **Orientation, Goals, and Assessments-** Describe your process for identifying which track would fit each job seeker's goals, needs, and interests based on assessments provided in basic services.
- **Referrals, Co-enrollments, and Dual Enrollments-** Describe your experience and past success engaging in productive partnerships with other organizations to facilitate referrals, co-enrollments, or dual enrollments to other programs. How will you leverage this experience to a) collaborate with other WIOA-Subrecipients when a co- or dual-enrollment is needed to provide other services, and b) provide referrals to job seekers who do not qualify for your WIOA program?
- **Career Navigation, Participant Engagement, and Retention-** Describe your participant engagement and retention plan. Use specific examples related to specific populations, core program activities, and follow-up services. Describe and provide an example of your customer flow from outreach through follow-up services.
- **Individualized career services-** Describe how you will implement the following services in your career services model.
- **Comprehensive and specialized assessments** of the skill levels and service needs of adults and dislocated workers, which may include—
 - Diagnostic testing and use of other assessment tools; and
 - In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
 - Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, eligible training providers;
 - Group and/or individual counseling and mentoring;
 - Career planning (e.g. case management);
 - Short-term pre-vocational services, including the development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre- apprenticeship programs may be considered as short-term pre- vocational services;

- Internships and work experiences that are linked to careers;
- Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;
- Financial literacy services;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.
- **Core Program Activities-** Explain your ability to provide all elements of the two core components, training, and employment services.
- **Training-** How will you engage job seekers to research and attend training programs that meet their interests and skill sets? What tools and assessments do you plan to implement?
- **Supportive Services-** Describe how your organization will connect job seekers with community resources that help meet ongoing basic needs (i.e., food, housing, transportation, safety), both during the program and in follow-up. Describe established or planned partnerships and resources to leverage funding to meet the in-kind match requirement to provide supportive services.
- **Follow-Up Services-** Explain your plan to provide follow-up services to foster continued engagement and provide support, including leadership and professional development, mentoring, career development and job progress, and community resources.
- **2-Generation (Gen) Approach-** Describe how you plan to implement a 2-Gen or 3-Gen family-centered program design that provides coordinated services to children and parents to include the following:
 - Economic
 - Educational
 - Safety & Health and
 - Other Outcomes
- **Performance-** Describe your ability to successfully meet standard WIOA state-mandated and local area measures.
- **Efficiency and Measurable Continuous Improvement-** Demonstrate how data will be used to drive continuous improvement.

SCOPE OF WORK STRATEGY NARRATIVE - YOUTH CAREER SERVICES

Describe your organization's approach to the following standards of career services and how you will achieve and maintain each of the following.

- **Customer Experience-** Describe your organization's approach to customer service. What defines a quality customer experience? What, in your perspective, is the point of providing quality customer service? Who is accountable for the quality of service provided to customers? How do you ensure quality of service? How is that different for job seekers and businesses?
- **Outreach and Recruitment-** Describe your outreach strategy. How will you build or enhance partnerships within each region to reach eligible job seekers and overcome potential challenges in enrollment, especially for the hardest-to-serve and out-of-school youth? Describe how you will adapt your services to provide remote and virtual access. Do you plan on adding specialized career center service locations that are designed to serve as an access and/or outreach site for a specialized group of the population?
- **Eligibility and Enrollment-** Describe how you will create an eligibility certification process that is easy for prospective participants to navigate and prospective participants to navigate and creates a safe space for individuals to disclose sensitive information and self-identify barriers and needs. How will this process ensure compliance and proper documentation by the Intake and Eligibility Specialists? Include any experience implementing the human-centered design process.
- **Orientation, Goals, and Assessments-** Describe your process for identifying which track would fit each job seeker's goals, needs, and interests based on assessments provided in basic services.
- **Referrals, Co-enrollments, and Dual Enrollments-** Describe your experience and past success engaging in productive partnerships with other organizations to facilitate referrals, co-enrollments, or dual enrollments to other programs. How will you leverage this experience to a) collaborate with other WIOA-Subrecipients when a co- or dual-enrollment is needed to provide other services, and b) provide referrals to job seekers who do not qualify for your WIOA program?
- **Career Navigation, Participant Engagement, and Retention-** Describe your participant engagement and retention plan. Use specific examples related to specific populations, core program activities, and follow-up services. Describe and provide an example of your customer flow from outreach through follow-up services.
- **14-Elements-** Describe an innovative model to provide the services listed below.
 - Tutoring, Study Skills Training, Instruction, and Dropout Prevention
 - Alternative Secondary School and Dropout Recovery Services
 - Paid and Unpaid Work Experience
 - Occupational Skills Training
 - Education Offered Concurrently with Workforce Preparation
 - Leadership Development Opportunities
 - Supportive Services
 - Adult Mentoring
 - Follow-up Services
 - Comprehensive Guidance and Counseling
 - Financial Literacy Education
 - Entrepreneurial Skills Training
 - Services that Provide Labor Market Information
 - Postsecondary Preparation and Transition Activities
- **2-Generation Approach-** Describe how you plan to implement a 2-Gen or 3-Gen family-centered program design that provides coordinated services to children and parents which include the following:
 - Economic
 - Educational

- Safety & Health and
- Other Outcomes
- **Performance-** Describe your ability to successfully meet standard WIOA state-mandated and local area measures.
- **Efficiency and Measurable Continuous Improvement-** Demonstrate how data will be used to drive continuous improvements.

CONDITIONS APPLICABLE TO ALL PROPOSALS

The following conditions are applicable to all proposals:

- Proposals submitted after the date and time stated on the proposal timeline will not be considered. It is the Contractor's responsibility to ensure that its proposal meets all submission requirements.
- Contractor is subject to applicable Equal Employment Opportunity requirements. GMWDB reserves the right to request copies of the latest Equal Employment Opportunity reports.
- If a contractor wishes to submit a proposal in collaboration with other partners to provide components of the activity areas, only one proposal shall be submitted. An example to demonstrate the collaboration may be in the form of an interagency agreement.

No proposal will be considered if:

- The entity has been disbarred by an action of any governmental agency; or
- The entity's previous contracts with Workforce Development Areas have been canceled for cause; or
- The entity has not complied with an official order of any agency of the State of Tennessee or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services; or
- The entity has any record of public entity crimes; or
- For any cause such as pending litigation or if the Contractor is determined irresponsible.

By submission of this proposal, the Contractor certifies that in connection with this proposal:

- The fees or costs in the proposal have been arrived at independently without consultation, communication, or agreement with any other Contractor, or with any competitor to restrict competition, as to any matter relating to such fees; and
- No attempt has been made or will be made by the Contractor to induce any other person or firm to submit a proposal to limit or restrict competition.
- Each person signing the proposal certifies that:
 - He/she is the person in the Contractor's organization legally responsible, within that organization, for the decision as to the prices or costs being offered in the proposal; or
 - He/she is not the person in the Contractor's organization legally responsible, within that organization, for the decision as to the prices or costs being offered in the proposal; however, he/she has been duly authorized in writing, with a copy attached, to act as agent for the persons legally responsible for such decision.
 - Service providers must maintain a drug-free workplace for employees and customers.

SELECTION

GMWDB maintains a policy that an organization must possess the demonstrated ability to perform successfully under the terms and conditions of a proposed contract prior to the contract being executed.

Determinations of demonstrated performance shall take into consideration such matters as to whether the organization is in alignment with GMWDB's value statement and has:

- Adequate financial resources or the ability to obtain them.
- The ability to meet the RFP design specifications at a reasonable cost, as well as the ability to meet performance goals.
- A satisfactory record of past performance in delivering the proposed services, including demonstrated quality of services and successful outcome rates from past programs.
- The ability to prioritize and provide services and/or a program(s) that can meet the need identified.
- A satisfactory record of integrity, business ethics, and fiscal accountability.
- The necessary organization, accounting, and operational controls.
- The technical skills to perform the work.

PROPOSAL EVALUATION AND CONTRACT AWARD

Proposals will be initially reviewed and rated by GMWDB's review team using a point system based on a Proposal Evaluation / Rating Form. The review team will prepare a proposal-rating summary for review by the Area and/or one of its committees. Proposals will then be reviewed by appropriate Area members. Prospective providers may be invited to interview as agreed upon if scores are close.

| Section | Points |
|--|--------|
| Organizational Background | 10 |
| Organizational Experience / Capabilities | 15 |
| Staffing | 10 |
| Transition Plan | 5 |
| Rural Plan | 5 |
| Performance Outcomes | 10 |
| Budget | 5 |
| Budget Narrative | 15 |

A contract may be awarded based on offers received, without discussion of such offers with the Contractor. Each offer should, therefore, be submitted in the most favorable terms, from a price and technical standpoint that the offer can make. However, the review team reserves the right to request additional data, oral discussion, or presentation in support of written proposals.

The final award of a contract will be contingent upon:

- Successful negotiation of a contract
- Acceptance by the Contractor of the contract terms and conditions
- Satisfactory verification of past performance and systems (e.g., financial), where applicable
- Availability of funding

Appeal Procedure

In accordance with applicable regulations, Contractors who are denied funding have the right to appeal. The following steps must be taken for organizations to appeal funding decisions:

1. Submit a letter within three (3) business days from the date of the contract award to the Workforce Director of GMWDB stating that an appeal to the contract award is being filed and the specific reasons for that appeal based on the four criteria below:
 - a. Clear and substantial error or misstated facts by the review team upon which the decision was

made by the GMWDB

- b. Unfair competition or conflict of interest in the decision-making process
- c. Any illegal or improper act or violation of law
- d. Other legal basis on grounds that may substantially alter the GMWDB's decision The Workforce

Director will review the appeal and respond within 10 business days.

2. In the event the Workforce Director's response is not satisfactory to the Contractor, an appeal to the GMWDB may be requested. The request must be addressed in writing within **15 days** from receipt of a response. The appeal will be heard at a time set by the Chair of GMWDB after consultation with legal counsel.

Conditions of this RFP

This Request for Proposal does not commit or obligate GMWDB to award a contract, to commit any funds identified in this RFP document, to pay any costs incurred in the preparation or presentation of a proposal to this RFP, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

Further, GMWDB reserves the right to:

- Accept or reject any or all proposals in whole or in part which it considers not to be in its best interest. No guarantees, expressed or implied, are made by GMWDB or its agents as to the availability of funds.
- Change or waive any provisions outlined in this RFP.
- Return non-conforming proposals without review.
- Waive informalities and minor irregularities in proposals received.
- Negotiate all proposed terms, conditions, costs, staffing level, services/activities mix, and all other specifics.
- Request a) additional data, b) technical or price revisions, or c) oral presentations in support of the written proposal.
- Determine that an arms-length agreement exists between the Contractor or any subcontractor or vendors they might choose to use.
- Require the establishment of escrow accounts for a Contractor that currently has outstanding debts to GMWDB because of audits or monitoring reviews.
- Conduct a pre-award review that may include, but is not limited to, a review of the Contractor's record-keeping procedures, management systems, accounting and administrative systems, and program materials.
- Change specifications and modify contracts as necessary to (a) facilitate compliance with the legislation, regulations, and policy directives, (b) manage funding and (c) meet the needs of the customers.
- End contract negotiations if acceptable progress, as determined by GMWDB, is not being made within a reasonable time frame.

- In the event of a tie between one or more proposed Contractors, the Board Chair shall break the tie.
- The decision to award the Contract shall be made by the Area with the approval of the CEO.

Mandatory Additional Attachments

| | |
|--------------|---|
| Attachment H | Administrative and Financial Capabilities Checklist |
| Attachment I | Assurances |
| Attachment J | Instructions for Debarment & Suspension and Other Responsibility Matters Certification |
| Attachment K | Certification Regarding Lobbying, Certification for Contracts, Grants, Loans and Cooperative Agreements |
| Attachment L | Insurance Certification |
| Attachment M | Drug-Free Workplace Certification |
| Attachment N | Non-Discrimination Certification |
| Attachment O | Audit Requirements |

ATTACHMENT A – Cover Page

LEGAL NAME OF
RESPONDENT:

EMAIL ADDRESS:

TELEPHONE NUMBER:

ADDRESS:

Name and title of person authorized to answer any questions about the proposal, negotiate the contract terms, and contractually bind the Respondent:

I certify that this proposal is submitted in accordance with the provisions and conditions outlined in the RFP that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other proposer or with any other competitor to restrict competition, as to any matter relating to such fees; and no attempt has been made or will be made by the proposer to induce any other person or agency to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this agency can and will provide and make available, at a minimum, all services described in this proposal.

Typed Name of Individual with Signatory Authority & Title

Signature

Date

GMWDB#40 USE ONLY:

Date Received: _____

Time Received: _____

Received By: _____

ATTACHMENT B – Organizational Background

1. Legal Name of Respondent: _____
2. Former Name(s) Under Which Respondent Has Operated: _____
3. Authorized Contact Person: _____
4. Address: _____
5. Telephone Number: (_____) _____
6. Website Address: _____
7. Date of business Inception: _____ 8. Number of Years in Business: _____
9. # of Years Delivering the Solicited Workforce Services: _____ 10. # of Full-time Employees: _____
11. Type of Business: ☐ For-Profit ☐ Non-Profit ☐ Public
12. Legal Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
13. Authorized to conduct business in Tennessee? ☐ Yes ☐ No
14. Check to indicate if your organization is a:

☐ Community-based Organization ☐ Minority-owned ☐ Female-owned ☐ Other ☐ N/A

If other, please specify: _____
15. The proposer certifies that:

| | |
|---|---|
| 1) It has no outstanding liens, claims, debts, judgments, or litigation pending against it which would materially affect its programmatic or financial abilities to implement and carry out its proposed program. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 2) It has complied with an official order of any agency of the State of Tennessee, or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 3) It is current in its payment of applicable federal, state, and local taxes. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 4) It is free and clear of any disallowed audited costs. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 5) Its costs and pricing data submitted with this proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out its proposed program. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 6) It will comply with the assurances attached to this RFP, and WIOA and its promulgated rules and regulations. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| 7) It is authorized to submit this proposal in accordance with the policies of its governing body. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

By my signature, I am empowered and can act on behalf of the proposing organization in submitting this proposal. I certify that the information contained herein is true and correct to the best of my knowledge, and that the offer contained herein is true and correct to the best of my knowledge, and that the offer contained herein is firm and valid for a period not to exceed 60 days from this proposal's date.

Organization

Name of Certifying Official

Signature

Date

ATTACHMENT C – PAST PERFORMANCE

As required by the Proposal Narrative section of this RFP, describe your organization's past performance managing each of the workforce development programs and services outlined in this RFP for the past three (3) years (for with the Respondent has experience managing and delivering). If the Respondent does not have experience/performance to reference for the past three (3) years, the Respondent may provide performance information from the past five (5) years.

The attachment provided should be sure to include the following:

- Contract/Project Title and Location
- Duration of Contract
- Type of Contract (Fixed price, cost reimbursement, etc.)
- Funding Source(s)
- Funding Amount
- Brief Summary of Project
- Primary Contractual Performance Standards
- Verifiable Performance Outcomes Achieved Against the Standards

Note: Information for each contract/project should be limited to one (1) page. The maximum number of pages submitted as attachments under this section should not exceed five (5). If Respondents must be selective about the contracts/projects that are included in order to meet the page number restriction, the Respondent should focus on Tennessee-based contracts/projects and those with performance criteria most relevant to the requirements of this RFP.

Further, a contact person, phone number and email address must be provided for each contract/project.

ATTACHMENT D – Resumes

Provide the resumes of key staff that will be involved as requested in the RFP.

ATTACHMENT E: Organizational Chart, Job Descriptions and Human-Resources Related Documents

Provide a copy of the Respondent's organizational chart showing:

1. The proposed program's relationship to the overall organization's operations,
2. Each position on the organizational chart with an indication of whether the position is paid or volunteer,
3. The proposed staffing,
4. Documented job descriptions,
5. Performance management systems, and
6. Human Resource policies and procedures

ATTACHMENT F – Proposed Budget Summary

| Budget Line Items | Direct Program Costs | Non-Direct Costs | Total |
|---|----------------------|------------------|-------------|
| 1. Salaries | | | |
| 2. Fringe Benefits | | | |
| a) FICA, SS | | | |
| b) FICA, Med | | | |
| c) Health Insurance | | | |
| d) Dental Insurance | | | |
| Life Ins/Std/ Ltd | | | |
| a) 401K | | | |
| b) 401K Admin | | | |
| c) Unemployment State | | | |
| d) Unemployment Federal | | | |
| e) Workers Compensation | | | |
| 3. Office Supplies | | | |
| 4. Staff Travel, in region | | | |
| 5. Staff Travel, out of region | | | |
| 6. Staff training | | | |
| 7. Outreach/Recruitment | | | |
| 8. Overhead, Allocated & Indirect Costs | | | |
| 9. Other | | | |
| | | | |
| Grand Total | | | |
| Percentage of Grand Total | | | 100% |

ATTACHMENT G – Budget Forms

[illegible]

This page may be duplicated if more space is needed.

ATTACHMENT H – Administrative & Financial Capabilities Checklist

| | |
|--|---|
| 1) All positions with the Respondent have up-to-date job descriptions. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) All employees meet the minimum qualifications specified in their job descriptions. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) All W-2's and I-9's with appropriate documentation are on file. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4) Withholding and FICA deposits have been made in full on a timely basis. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5) Insurance and bonding policies are current and all appropriate staff is covered. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6) The accounting records are auditable. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7) Administrative and internal accounting controls are adequate to safeguard program assets. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8) The accounting system adequately accounts for program funds. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9) Financial reports fairly present accrued program expenditures by established cost categories. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10) Budgetary procedures are adequate to control expenditures. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 11) The agency has a written accounting procedures manual that includes procedures for: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| a) coding of expenditures by: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 1) contract year or program year | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) funding source | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) cost category | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b) bank reconciliations | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| c) posting to books | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| d) monthly close-out | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| e) trial balancing | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | |
|--|---|
| f) development of accruals | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| g) segregation of duties | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| h) cost allocation | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| i) budgetary control | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| j) cash management | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| k) cash receipt and disbursement | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| l) payroll | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 12) The procedures in the accounting manual are being followed. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 13) Internal controls | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| a) For cash receipts: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 1) Cash is properly controlled and promptly deposited when received | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) Funds are deposited in a bank in interest bearing checking accounts and secured by FDIC or other security | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b) Checks are: | |
| 1) Pre-numbered | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) Adequately safeguarded | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) Properly mutilated when voided | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4) Not allowed to be written for cash | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5) Not allowed to be signed in advance | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| c) For cash disbursements: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 1) Invoices are approved prior to payment | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) Documentation accompanies checks to be signed | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) Documentation is stamped to prevent reuse | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | |
|--|---|
| 4) Control over signature machine is adequate | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5) Disbursements are made only by check | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6) Checks are not returned to preparer after signing | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| d) For bank reconciliations: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 1) They are performed on time | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) They are performed by someone who does not perform cash functions | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) Unusual items are investigated promptly | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| e) For payroll: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 1) Time sheets are used and signed by both the employee and supervisor | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) Payrolls are approved by management for accuracy and existence of bona fide employees | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) Preparation and check distribution functions are segregated | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4) Leave time is properly controlled | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| f) For purchases: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 1) Purchase orders are pre-numbered and controlled | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2) Receiving reports are prepared and compared to P.O. and invoice | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3) Returned purchases are controlled | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4) Payments are made within discount periods | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 14) The Respondent's budget has no areas for potential cost overruns. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 15) The Respondent is not trying to make up for a shortfall in another program by using the funds from this program. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Please respond to each statement by checking 'Yes' or 'No'. Briefly explain any 'No' answer on another page and include it behind this attachment labeled "Attachment D-1".

I hereby certify that I have completed this Administrative and Financial Capabilities Checklist accurately and to the best of my knowledge. I, the Financial Officer or C.E.O. of the Respondent, accepts responsibility for providing financial services adequate to ensure the establishment and maintenance of an accounting system with internal controls adequate to safeguard program funds.

Organization

Name of Certifying Official

Signature

Date

ATTACHMENT I – Assurances

As a condition of the receipt of Federal and State funds under the Personal Responsibility Act (Public Law 104193), the Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128), the Workforce Innovation Act of 2000 rules and regulations, hereby identified as Greater Memphis Workforce Development Board programs, the Contractor agrees to submit a plan for the delivery of One-Stop services and operations under the WIOA, programs, and agrees to operate the programs in accordance with both Federal, State and local requirements, the Region IV Plan, and all other GMWDB as applicable.

THE CONTRACTOR ASSURES THAT:

1. Health Benefits Coverage: The Contractor must ensure that the use of these funds for health benefits coverage complies with 506 and 507 of Division G of Public Law 113.235, The Consolidated and Further Continuing Appropriations Act, 2015.
2. Architectural Barriers: The Contractor ensures compliance with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issues by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
3. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities: The Contractor may not enter a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that have been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interest of the Government.
4. Prohibition on Providing Federal Funds to ACORN: The Contractor assures that these funds will not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.
5. Profit: Pursuant to 2 CFR 200.400(g), non-federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121 (d) One-Stop Operators (American Job Centers) or service providers which are for-profit entities.

Organization

Name of Certifying Official

Signature

Date

ATTACHMENT J – Instructions for Debarment & Suspension and Other Responsibility Matters Certification

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commissions of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c. Are not presently indicated for or otherwise criminally or civilly charges by a government entity (Federal, State, or local) with commission of any the offenses enumerated in paragraph (1) (b) of this certification; and Have not within a three-year period preceding this proposal had one or more public transaction (Federal, State, or local) terminated for cause of default.
2. Where the prospective primary participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization

Name of Certifying Official

Signature Date

ATTACHMENT K – Certification Regarding Lobbying, Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| | | |
|-----------------------------|-----------|------|
| <hr/> | | |
| Organization | | |
| <hr/> | | |
| Name of Certifying Official | Signature | Date |

REQUEST FOR PROPOSAL – RFP # 2024-01

ATTACHMENT L – Insurance Certification

Each contractor must carry the following types of insurance coverage: bond, liability, automotive, and worker's compensation as outlined in this RFP. Provide a statement to the extent that this coverage is in place or that it will be obtained prior to the implementation of the proposed activities.

ATTACHMENT M – Drug-Free Workplace Certification

Alternate I. (Grantees Other Than Individuals)

Pursuant to The Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98. Subpart F, I, _____, the undersigned, in representation of the, the grantee, attest and certify that the grantee will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every grant officer on whose grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected grant.

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6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

I declare, under penalty of perjury under the LGMWDB of the United States, and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Signature

(Typed Name and Title)

I, _____, certify that I am the _____
(position title and organization)

the grantee; that I who sign this Drug-Free Workplace Certification on behalf of the grantee, do so by the authority given by _____, that such signing is within the scope of my powers.

Executed On: _____

ATTACHMENT N – Non-Discrimination Certification

Pursuant to Section 188 of the Workforce Innovation and Opportunity Act, Public Law 113-128, I, _____, the undersigned, in representation of _____, the grantee, attest and certify that the grantee will adhere to any and all nondiscrimination LGMWDB.

Section 188 (2) states that:

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or status as a workforce services customer.

The undersigned will adhere to any and all federal, state, and local GMWDB non-discrimination rules and regulations.

Name

Title

Organization

Date

ATTACHMENT P – Conflict of Interest Statement

SECTION 1

I hereby certify that no official or employee of GMWDB, or any Board member, or any immediate family member of a GMWDB employee or Board member has a material financial interest in this firm.

Signature: _____

Name of Official (Type or Print): _____

Company Name: _____

Business Address: _____

City, State, Zip Code: _____

SECTION 2

I hereby certify that no official or employee of GMWDB, or any Board member, or any immediate family member of a GMWDB employee or Board member has a material financial interest(s) in this firm and has filed the appropriate Conflict of Interest statements with GMWDB prior to the review and discussion of this proposal.

Name: _____ Title: _____

Signature: _____ Date of Filing: _____

Name of Official (Type or Print): _____

Company Name: _____

Business Address: _____

City, State, Zip Code: _____

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ATTACHMENT Q – Audit Requirements

Provide a copy of the Respondent's two most recently completed CPA-certified audits or reviews; including all management letters or financial statements (if proposer is private for-profit agency and does not have a recent audit).

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