

Request for Proposal

Program Year 2018

WIOA Out-of-School Youth Services

Number: LSWA2019-2000

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

Tri-County Council for the Lower Eastern Shore of MD

Attention: Procurement Officer

31901 Tri County Way, Ste. 201

Salisbury, Maryland 21804

On or before **April 9, 2018 at 12:00 PM**, after this time bid/proposals
will no longer be accepted for:

**Anticipated available funding is \$75,000, to be distributed to one or
more selected vendors**

Program Year 2018 WIOA Youth Services
Pregnant or Parenting Out-of-School Youth

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

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

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SECTION A

GENERAL INFORMATION

Background

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

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

Purpose

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

The purpose of programs funded under WIOA is to prepare youth and young adults facing serious barriers to employment for participation in the labor force.

While WIOA identifies multiple eligible populations, the Lower Shore Workforce Development Board has identified “pregnant or parenting youth” as a priority OSY population. The purpose of the selected program will be to engage young, unemployed or under-employed parent(s) (18-24) with job-readiness and parenting skills; and to deliver a short- to medium-length program for the target group with background and skills in career exploration, soft-skills, entry level training for themselves as well as best practices in early childhood development. Program outcomes should include linkages to employers, further education/training, employment as well as services and programs for young parent(s), childcare services etc. Earlier interventions with at-risk youth are needed, encouraging the use of evidence-based and innovative strategies at federal, state, and local levels.

General Conditions

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

- TCC/LSWA does not pay for any costs incurred in the preparation of proposals in response to this RFP.
- TCC/LSWA staff will conduct site visits for each qualified respondent during the period of April 10-May 4, 2018.
- This RFP does not constitute a commitment for funding. Respondents selected as a result of the RFP process must participate in contract negotiations with TCC/LSWA.
- TCC/LSWA reserves the right to reject or accept proposals, negotiate with qualified sources, cancel, reject, alter, modify or amend this RFP in part or in its entirety if it is in the best interest of TCC/LSWA.
- Agencies selected to contract for training programs may be required to submit programmatic, financial or other revisions of their proposal, which may have resulted from negotiations prior to an agreement to contract.
- Awardees will receive and be required to sign the “Sub-recipient Contract, Program Guidance, and Responsibilities” document to be provided by TCC/LSWA.
- The decisions of TCC/LSWA regarding the rating and selection of proposals for funding are final.

Availability of Funds

Proposals submitted under this RFP may be considered for funding for the period beginning July 1, 2018 based on funding availability, program performance, and the agency's training needs. This funding is federally authorized for specific program activities and is subject to change or termination by federal authorities. The anticipated available funding is \$75,000 to be distributed to one or more selected providers.

Useful Links

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

SOLICITATION

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

Competitive elements to be considered are:

- The minimum number of participants,
- Quality and cost of services,
- Program completion rates,
- Percentage of all participants placed into unsubsidized employment in occupations related to training received, placed into post-secondary education, or advanced training,
- Types of credentials participants will obtain,
- Uniqueness and innovation of service delivery plan and implementation, and
- Collaborations with partner programs to increase quality of programs.

* Programs are not required to serve all three counties but will be given increased priority during the review process.

Design Requirements

Lower Shore Workforce Alliance is soliciting proposals for Pregnant or Parenting Out-of-School Youth between the ages of 18 and 24 to develop both parenting and job readiness skills

LSWA is seeking proposals for *Pregnant or Parenting Young Adult Engagement* programs that are designed to provide a skills-building foundation to help young parents develop self-sufficiency so that they may be successful and engaged parents and productive members of society. Programs that incorporate specific, core components are more likely to achieve desired outcomes. These core components are: self-sufficiency, job readiness, soft skills, housing stability, financial stability, healthy relationships and work-force ready.

The Workforce Innovation and Opportunity Act (WIOA) establish mandated design components and program elements that are listed within this solicitation. Accordingly, LSWA is seeking Pregnant or Parenting Engagement proposals that reflect these components and elements.

Programs for *Pregnant or Parenting Young Adults* will be funded for one-year active service period. Active service delivery will occur during period of July 1, 2018 and June 30, 2019. Additionally, follow up services are required for each individual for twelve months after their exit from active participation. Due to this design, individuals will need to be recruited and enter participation as quickly after the grant award as possible. LSWA may deny certification to a potential participant considering time limitations. **Include in your proposal an expected intake and participation schedule.**

Program Requirements

Outreach, Recruitment and Retention

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

Intake, Eligibility Determination and Certification

Providers will be responsible for reasonably determining WIOA eligibility of young adult applicants recruited into the program, determining the young adult's suitability for program services, and collecting and verifying all necessary eligibility source documents. WIOA requires all young adults to meet certain eligibility criteria and be determined eligible prior to enrollment and receipt of WIOA funded services. Providers will schedule certification appointments for candidates with designated LSWA staff. At that time, LSWA staff will determine eligibility and collect required documents. No provider will serve potential

participants with WIOA funds granted from this agency before they are certified by a LSWA staff member.

Objective Assessment

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

Individual Service Strategy (ISS)

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

Case Management

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

Access to a Range of Services

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

Follow-up Services

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

Administrative Requirements

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

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

WIOA Mandated Design Components

Programs must integrate the following design components into their program:

- Provide an objective assessment of the academic levels, and service needs of each participant, which assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes supportive service needs, and developmental needs of such participant, for the purpose of identifying appropriate services and career pathways for participants.
- Develop service strategies for each participant that are directly linked to 1 or more of the indicators of performance described in WIOA section 116(b)(2)(A)(ii), and that shall identify career pathways that include education and employment goals appropriate achievement objectives, and appropriate services for the participant taking into account the objective assessment.

- Provide
 - Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;
 - Preparation for postsecondary educational and training opportunities;
 - Strong linkages between academic instruction (based on State academic content and student academic achievement standards established under section 1111 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6311) and occupational education that lead to the attainment of recognized postsecondary credentials;
 - Preparation for unsubsidized employment opportunities, in appropriate cases; and
 - Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets

WIOA Program Elements

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

WIOA Program Elements

ELEMENT		PURPOSE
1	Tutoring, study skills training, and instruction leading to secondary school completion (including dropout prevention strategies);	To improve academic skills and knowledge.
2	Alternative secondary school services, or dropout recovery services, as appropriate;	To provide education/ instruction to youth who have not been successful in traditional education.
3	Paid and unpaid work experience that have as a component academic and occupational education, which may include – (i) summer employment opportunities and other employment opportunities available throughout the school year; (ii) pre-apprenticeship programs, (iii) internships and job shadowing; and (iv) on-the-job training opportunities;	To provide experience in the career field in which they are interested and to assist in developing academic and occupational skills that will transfer to employment in that field. To develop work readiness skills by exposing participants to the world of work.
4	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved;	To provide technical skills necessary to perform a specific job or group of jobs.
5	Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;	To provide a skill based instructional environment.
6	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;	To develop life and employability skills essential to independent living.

7	Supportive services;	To remove or reduce barriers that would prevent program participation.
8	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;	To provide positive adult role models for youth.
9	Follow-up services for not less than 12 months after the completion of participation, as appropriate;	To provide continued assistance in the transition to employment or further education, this occurs post-exit.
10	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral as appropriate;	To promote positive growth in skills (educational, personal, social and employability).
11	Financial literacy education;	To encourage skills and knowledge to manage financial resources effectively for lifetime financial security.
12	Entrepreneurial skills training;	To provide skills and education regarding small business ownership.
13	Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and	To utilize available data to make informed career decisions.
14	Activities that help youth prepare for and transition to post-secondary education and training.	To assist and encourage education, work and long term goals.

Work experience is a critical WIOA youth program element. Therefore, 20% of funds must be expended on work experience. Program expenditures on the work experience program element include wages as well as staffing costs for the development and management of work experience. **Include in your proposal how you will ensure that twenty percent of your funds will be expended on work experience activities.**

ELIGIBILITY CRITERIA

WIOA identifies multiple eligible populations for Out-of-School Youth programs. This solicitation identifies one of those populations as a local priority; therefore eligibility is specific to individuals who are young adults that are pregnant or parenting.

An eligible *Pregnant or Parenting Out-of-School Youth* means an individual who:

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

And is:

- Not attending any school;
- Not younger than age 18 or older than age 24; and
- An individual who is pregnant or parenting.

Definitions

“Not attending any school” means an individual who is

- not enrolled in secondary school (either a high school graduate or a school dropout);
- not enrolled in credit-bearing post-secondary education.

WIOA Title II Adult Education programs, high school equivalency and dropout re-engagement programs, and Job Corps are not considered “school” for the purposes of this definition. Individuals enrolled in these programs are considered “not attending school” and could qualify for OSY services.

“An individual who is parenting” can be a mother or father, custodial or non-custodial. Note that the age when the youth became a parent does not factor in to the definition of parenting.

“A pregnant individual” can only be the expectant mother.

PERFORMANCE REQUIREMENTS

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

WIOA Youth Measures

1. The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
2. The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program; and
3. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program.
4. The percentage of program participants enrolled in an education or training program who attain a recognized postsecondary credential or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program.
5. The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.
6. The measure for Effectiveness in Serving Employers is not yet defined. LSWA will provide additional information once additional guidance and training is available.

Detailed performance information is available through the Department of Labor's Training and Employment Guidance Letter No. 10-16. The TEGL may be accessed online at https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8226. **Include Attachment C with your proposal indicating your program performance projections.**

OTHER SOLICITATION INFORMATION

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

Program proposers will enter into partnerships (with other contractors or other youth or adult service providers) that produce synergy. Proposers demonstrating synergistic partnerships and the ability to serve young adults of all three counties will be given priority in funding. Effective partnerships and collaborations across various service providers will produce a greater outcome than working in silos or independently. Proposals which include a lead applicant who manages the program with other providers involved in a structured design are encouraged. This allows for individual entities to combine their strengths for a stronger overall benefit to the young adult participants.

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

SECTION B

PROPOSAL PREPARATION & SUBMISSION

Timeline

<i>Pregnant or Parenting Young Adults RFP Timeline</i>	
February 26, 2018	Release of RFP
March 12, 2018	Bidders' Conference
March 23, 2018	Deadline to submit questions via website
April 9, 2018	<i>Pregnant or Parenting Young Adult</i> Proposal deadline 12 pm
April 10-May 4, 2018	Scheduled site visits for qualified respondents
July 1, 2018	Contract year begins

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

Questions

To ensure a fair competitive process, all questions related to this RFP must be submitted electronically to procurement@tcclesmd.org. Written questions will be accepted through 4:00 pm on March 23, 2018. Written responses to questions will be posted on the website www.lowershore.org. It is the respondent's responsibility to check the website on a regular basis for updates.

Bidders' Conference

A Bidders' Conference will be held on March 12, 2018 at 10:30 AM at the One-Stop Job Market/American Job Center, 31901 Tri-County Way, and Salisbury, MD 21804. All interested parties are strongly encouraged to attend. The bidder agrees to assume full responsibility for any information not received due to non-attendance. Please note that in order to maintain competitive bidding process, substantive questions related to this RFP will be addressed at the Bidders' Conference only. Technical assistance (i.e. clarification on completion of requested/required documents) will be allowable throughout the proposal period by email to procurement@tcclesmd.org. Budget/Fiscal questions relating to the RFP may be addressed to Carolyn Austin at procurement@tcclesmd.org

Q&A from the Bidders' Conference will be documented and posted online.

Format

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

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

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

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

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

Required sections include:

- Proposal Coversheet (Attachment A)
- Budget Summary (Attachment B)
- Performance Projections (Attachment C)
- Conflict of Interest Disclosure (Attachment D)
- Copy of agency's most recently completed independent audit

Send one original, three copies, and one electronic copy

The original proposal must be signed by the agency official authorized to submit the proposal and enter into contract negotiations for the organization.

Proposal(s) must be submitted to:

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

Deadline

In order to be considered for funding beginning on July 1, 2018, proposals MUST be received in office by April 9, 2018 no later than 12 pm at the above address. Proposals received after this deadline will not be considered for funding for PY18.

PROPOSAL EVALUATION

Proposal Review

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

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

Rejection of Proposals

LSWA reserves the right to reject any and all proposals received as a result of this RFP or to negotiate with any source in any manner necessary to serve the best interests. All timely proposals will be initially reviewed to determine compliance with the minimum requirements outlined in the RFP. Incomplete proposals may not be reviewed and notification will be provided.

Proposal Requirements and Evaluation

Each section of the proposal has been assigned a point value that represents the maximum score that can be achieved for the section. The maximum point value for all sections is 185 points. *Pregnant or Parenting Young Adults* program proposals will be evaluated, assessed and rated based on the following criteria:

Project Narrative (185 Points Total)

The Project Narrative must include the following sections:

Demonstrated Ability (10 Points)

1. Describe how your *Pregnant or Parenting Young Adults* program will serve eligible residents of all three counties of the Lower Eastern Shore (Somerset, Wicomico, and Worcester) *Pregnant or Parenting Young Adults* programs are not required to serve all three counties but those that do will be given increased priority during the review process). (10pts)

Program Infrastructure (30 Points)

1. Identify your target number of participants. Describe how you arrived at this number. (5pts)
2. Describe how your average cost per person is reasonable and competitive. (5pts)

3. Identify key programmatic staff, the percentage of their time dedicated to the *Pregnant or Parenting Young Adults* program, and describe their relevant work experience. Demonstrate how the identified staff can adequately run the program. (20pts)

Program Design (110 Points)

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

1. Describe how your *Pregnant or Parenting Young Adults* program design supports the achievement of your identified performance measures. (10pts)
2. Describe how your *Pregnant or Parenting Young Adults* program design focuses on barrier removal, career exploration, skill acquisition, and successful training-focused employment. (10pts)
3. Describe how your service delivery model includes all WIOA mandated program requirements (20pts)
4. Describe your case management strategy and how this will ensure you achieve your planned results. (10pts)
5. Describe how you will provide educational activities, both those that lead to the attainment of a secondary school diploma (or its recognized equivalent) and those that prepare the individual for post-secondary education, including occupational skills training. (10pts)
6. Describe your strategies for the following programmatic phases: Recruitment, Retention, 20% Work Experience, and Post-Exit Follow-Up Services. (10pts each, 40pts total)
7. What is your timeline for program implementation? How will you ensure that you meet the required milestones? (10pts)

Partnerships (35 Points)

1. Describe your *Pregnant or Parenting Young Adults* program partners. Identify what type of institution they are (e.g., secondary education, college, community-based organization, vocational school) and what role they will play in the program. All identified program partners must supply a letter of support. (10pts)
2. Describe how your collaboration with your *Pregnant or Parenting Young Adults* program partners will increase the quality of your service. (20pts)
3. Describe how you will collaborate with referral partners to receive client updates and performance reports (5pts)

CONTRACTING DETAILS

Contract Negotiations

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

Contract Term

Generally, the term of the contract will be one year for year-round youth programs, but LSWA reserves the right to modify the contract term. Agreements are subject to extension, renewal and/or termination throughout the duration of the Agreement.

Additionally, in the event that service provider performance is found to be unacceptable, LSWA may choose not to continue funding the vendor for the follow up period and reserves the right to grant the follow up funding to another contractor to complete.

Contract Extensions

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

Governing Law

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

Termination

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

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Tri-County Council may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Tri-County Council that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Tri-County Council, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

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

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

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

No Obligation by the Federal Government

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

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

Conflict of Interest Information

- 1) Each solicitation that will result in the selection of a Contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a Tri-County Council for the Lower Eastern Shore of Maryland (herein after listed as Tri-County Council) contract shall provide notice of the requirement of this regulation.
- 2) "Conflict of interest" means that, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Tri-County Council, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- 3) "Person" has the meaning stated in COMAR 21.01.02.01 and includes a bidder, offer or, contractor, consultant or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made. <http://www.dsd.state.md.us/comar/getfile.aspx?file=21.01.02.01.htm>
- 4) If the Executive Director makes a determination prior to award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the Executive Director may reject a bid or offer under COMAR 21.06.02.03B. <http://www.dsd.state.md.us/COMAR/getfile.aspx?file=21.05.08.08.htm>

- 5) After award the Tri-County Council may terminate the contract, in whole or in part, if it deems such termination necessary to avoid an actual or potential conflict of interest. If the Contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest prior to or after award and did not disclose it or misrepresented relevant information to the Administrative Office, the Executive Director may terminate the contract for default, institute proceedings to debar the Contractor from further Tri-County Council contracts, or pursue such other remedies as may be permitted by law or the contract.
- 6) A conflict of interest may be waived if the Executive Director, with approval of the Executive Board or designee, determines that waiver is in the best interest of the Tri-County Council. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.
- 7) Each bidder or offer or responding to a solicitation that will result in the selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another Tri-County Council contract shall provide the affidavit and disclosures set forth in Subsection (8) of this regulation to the Administrative Office with the bid or offer and such other times as may be required by the Executive Director.
- 8) The affidavit and disclosure required by Subsection (7) of this regulation shall be in substantially the same form as given at the end of this attachment.

SECTION C

RFP COMPONENT CHECKLIST

- Proposal Coversheet (Attachment A)***

- Project Narrative***

- Budget Summary (Attachment B)***

- Performance Projections (Attachment C)***

- Conflict of Interest Disclosure (Attachment D)***

- Copy of agency's most recently completed independent audit***

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

ATTACHMENT A: PROPOSAL COVERSHEET

ORGANIZATION INFORMATION

Organization Name: _____

Address: _____

Contact Person: _____ Title: _____

Phone: _____ Email: _____

Location(s) of program operation: _____

Organization type: Non-Profit Government Private For Profit

PROPOSAL INFORMATION

County(ies) Served: Somerset Wicomico Worcester

Project/Program Name: _____

Proposed Contract Period Start Date: _____ End Date: _____

Proposed Number of new enrollments: _____

Proposed number of all enrollments who will complete the program: _____

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

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

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

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

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

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

Signature

Date

ATTACHMENT B: BUDGET SUMMARY

COST CATEGORY	FUNDS REQUESTED FOR DELIVERY OF:			TOTAL FUNDS REQUESTED	EXPLANATION OF EXPENSE(S)
	PROGRAM SERVICES	20 % WORK EXPERIENCE	FOLLOW UP SERVICES		
Staff salaries*					
Staff fringes*					
Staff travel					
Equipment					
Supplies					
Contractual					
Participant training					
Supportive Services					
Participant wages					
Participant fringes					
Other :					
- Telephone					
- Postage					
- Rent					
- Utilities					
TOTAL					

ATTACHMENT C: PERFORMANCE PROJECTIONS

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

ATTACHMENT D: CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

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

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

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

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

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

AGENCY NAME: _____