



REQUEST FOR PROPOSALS (RFPs)

**YOUTH EMPLOYMENT AND TRAINING
RFP for LAKE COUNTY**

WORKFORCE INVESTMENT ACT
TITLE I-B

ISSUED BY:
NAPA-LAKE WORKFORCE INVESTMENT BOARD

Date Issued: March 7, 2012
Deadline for Submissions: April 12, 2012 at 5:00 p.m.

An Equal Opportunity Employer
Auxiliary Aids and Services are Available Upon Request
To Individuals with Disabilities

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PROPOSED SCHEDULE FOR RFP

PLEASE NOTE: The following proposed schedule is presented for informational purposes only. All dates are subject to change at the NLWIB's sole discretion.

<u>ACTIVITY</u>	<u>DATE</u>
Release of Request for Proposals (RFPs).....	3/7/12
Respondent's RFP Conference 650 Imperial Way, Suite 103, Napa CA	3/12/12 @ 11:00 a.m.
Requests for Clarifications Due.....	3/13/12
Posting of Responses to Clarifications	3/16/12
Proposals Due	4/12/12 by 5:00 p.m.
Letter of Intent Issued	4/26/12
Contract Negotiations	Week of 4/30/12
Award Recommendation Issued.....	5/7/12
Napa County Board of Supervisors Contract Approval.....	6/12/12
Services Begin.....	7/1/2012

Contact Julia Smith by close of business on March 11, 2012 to confirm your attendance at the conference(s). 707-299-1765 or email Julia.Smith@countyofnapa.org

merits of the allegation is made. Such a determination shall not supersede or replace the County's final disallowed cost resolution procedures.

E. **Limitations Affecting Payment**

CONTRACTOR shall perform services and provide such documentation as required by all applicable state and federal laws, rules, and regulations, and as described in Exhibit "A", Scope of Work. Other limitations affecting contract payments may include, but are not limited to:

- 1) CONTRACTOR shall provide documentation supporting its services and claims as required by COUNTY at any time in order for COUNTY to substantiate its claims for payment. CONTRACTOR shall provide required documentation irrespective of whether payment for such claims has already been made.
- 2) COUNTY may elect to immediately suspend, in whole or in part, payments to CONTRACTOR for failure by CONTRACTOR to provide documentation required by COUNTY. If CONTRACTOR fails to provide required documentation within a reasonable timeframe of the request, COUNTY may deny payment on such claims. In addition, if CONTRACTOR fails to provide documentation within a reasonable timeframe and such delay precludes COUNTY from claiming to state and federal funding sources, COUNTY shall deny payment on such claims. CONTRACTOR and COUNTY understand that reasonable timeframe is not defined by state and federal claiming deadlines.
- 3) CONTRACTOR shall substantiate its claims for payment by providing documentation evidencing that, at minimum, its services and claims meet all applicable state and federal funding requirements. CONTRACTOR understands that state and federal funding may be used, in whole or in part, to pay CONTRACTOR; for purposes of substantiating its claims for payment, CONTRACTOR assumes that state and federal funding is used in whole. If CONTRACTOR fails to substantiate its claims within a reasonable timeframe, COUNTY may deny payment on such claims. In addition, if CONTRACTOR fails to substantiate its claims within a reasonable timeframe and such delay precludes COUNTY from claiming to state and federal funding sources, COUNTY shall deny payment on such claims. CONTRACTOR and

COUNTY understand that reasonable timeframe is not defined by state and federal claiming deadlines.

- 4) Failure of CONTRACTOR to comply with the provisions of this Paragraph E, or with all applicable state and federal laws, rules, regulations and funding requirements, may result in immediate suspension and/or denial of all payments.
- 5) CONTRACTOR's services, documentation, and claims are subject to audits conducted by COUNTY, the State of California, Federal Government, or other auditors. CONTRACTOR shall maintain and provide required documentation (including, but not limited to, accounting and program records, service delivery records, and all substantiating source material) related to staff time and program expenditures charged to the funding source) upon request. Such request may be made of CONTRACTOR up to seven years after payments for services have been made, or longer if otherwise required by state and federal laws, rules and regulations. If the audit is retrospective and payments for services have already been made, any resulting audit exemptions, disallowances, recoupment, and lost revenues shall be repaid to COUNTY.
- 6) CONTRACTOR shall make COUNTY whole for audit exemptions, disallowances, recoupment, and lost revenues discovered through any of the audits under this Paragraph E, including, but not limited to, CONTRACTOR's errors or omissions.
- 7) To the extent CONTRACTOR shall make COUNTY whole under this Paragraph E, for audit exemptions, disallowances, recoupment, and lost revenues, COUNTY may offset against amounts otherwise owed to CONTRACTOR for payments for past services, offset against payments for future services for which CONTRACTOR provides, or demand immediate repayment without offset.
- 8) CONTRACTOR shall generate any corrective action plans, performance improvement plans, or other related plans, required by COUNTY, the State of California, Federal Government, or other auditors, in order to assure that all relevant state and federal funding requirements are satisfied.
- 9) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all

applicable state and federal program requirements including, but not limited to, any penalties or fines, which may be assessed under a federal or state False Claims Act provision or a False Statements.

F. Deobligation and Probation

COUNTY shall have the right to adopt and implement a fund deobligation process which may shift funds away from CONTRACTOR if COUNTY determines CONTRACTOR is underutilizing available funds, failing to meet performance expectations, or is failing to achieve service levels as established in Exhibit "A", Scope of Work.

G. Defective Pricing

If any cost or price under this Agreement is significantly increased or decreased as a result of defective data submitted by CONTRACTOR, COUNTY reserves the right to renegotiate the Agreement or to disallow and collect funds obtained by CONTRACTOR due to false or negligently submitted pricing data.

2. DELIVERY OF SERVICES.

CONTRACTOR agrees to deliver the quality and quantity of services as specified in Exhibit "A", Scope of Work. Any deviation from the Scope of Work shall be approved in writing by COUNTY. CONTRACTOR will ensure due diligence in managing fund streams included in this Agreement, including the carrying out of the appropriate monitoring activities and taking prompt corrective action to prevent violations of fund stream rules and regulations.

3. COORDINATION.

CONTRACTOR will, to the maximum extent feasible, coordinate with all partners and appropriate programs and activities supported under this Agreement with other programs under the WIA, including the Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

4. COMPLIANCE.

A. The Rules

CONTRACTOR shall fully comply with all applicable federal, state and local laws, regulations, rules, policies and procedures, including but not limited to:

- 1) The WIA, including amendments thereto, and implementing federal regulations;
- 2) State of California statutes, rules, regulations, directives, policies and procedures implementing the WIA;
- 3) WIB and COUNTY policies and procedures applicable to each fund stream included in this contract, including, but not limited to, the following Self Sufficiency Division/HHSA policies and procedures:
 - Reasonable Accommodation, Reasonable Modifications, & Auxillary Aids and Services to Persons with Disabilities
 - Grievance and Complaint Procedures
 - Limited English Proficiency Protocol
 - Selective Service
 - WIA & ARRA Procurement
 - Contract Program Monitoring
 - Incident Reporting
 - WIA Procedures for Property
 - WIA Quality Assurance Program Review
- 4) Federal OMB circulars and applicable state fiscal policies and procedures, which currently include but are not limited to A-87, A-102, A-110, A-122, A-128, A-133, A-21, as amended, and 41 CFR Part 1.15, Subpart 1-15.2; 29 CFR Part 99;
- 5) COUNTY's WIA plan;
- 6) Federal, state and County management information system (MIS) guidelines, manuals, policies and procedures; and
- 7) County's Conflict of Interest Code.

B. Rule Changes

CONTRACTOR also understands and agrees that all statutes, regulations, rules, policies, procedures, cost circulars, and periodic publications referenced in Paragraph 4.A. above are subject to amendment or replacement during the life of this Agreement. All such changes shall take effect upon their effective dates and shall become binding upon actual or constructive notice to CONTRACTOR. Constructive notice includes, but is not limited to, publications, mailings or distributions to CONTRACTOR from the California Employment Development Department and United States Department of Labor.

5. INTERNAL CONTROLS.

CONTRACTOR will administer its programs with safeguards, including proper internal controls, necessary to reasonably prevent fraud and abuse.

6. RELIGIOUS ACTIVITIES.

CONTRACTOR agrees not to advance or aid any religious sect, church or creed, or sectarian purpose, nor to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI, Section 5 of the California Constitution, regarding separation of church and state.

7. DISPUTES AND GRIEVANCES.

A. Disputes with Participants

CONTRACTOR will develop and maintain a system for the handling of grievances and complaints in accordance with the WIA, federal regulations and state laws and regulation and COUNTY policies and procedures.

B. Disputes between the Parties

In any dispute, both parties agree to informally discuss and attempt to resolve issues in a joint meeting. In the event that informal discussion fails to resolve disputed issues, either party may request formal resolution. CONTRACTOR agrees to participate in and be bound by questioned and/or disallowed cost or grievance resolution decisions issued by COUNTY.

8. PUBLIC STATEMENTS AND OUTREACH.

CONTRACTOR shall indicate in any press release or statement to the public related to the program that it is funded in whole or in part by COUNTY and the Napa-Lake WIB. CONTRACTOR shall identify the WIB and include the nondiscrimination taglines – *“This program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.”* in all contract-funded outreach. Failure to comply may result in disallowed costs.

9. UNEMPLOYMENT BENEFITS.

CONTRACTOR shall not place participants with employers improperly failing to provide unemployment insurance benefits.

10. STAFF LEVELS.

CONTRACTOR agrees to maintain a consistent level of staffing for the programs in this Agreement in accordance with the staffing levels proposed in the Budget.

11. LABOR ORGANIZATIONS.

CONTRACTOR will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this Agreement. No funds under this contract will be used to assist, promote, or deter union organizing.

12. ACCOUNTING AND PROPERTY PROVISIONS.

A. Generally Accepted Accounting Principles

CONTRACTOR must establish and continually maintain an adequate accounting system in accordance with generally accepted accounting principles and standards as required by federal, state and local laws, regulations, and policies.

B. Cost Allocation Plan

A Cost Allocation Plan (CAP) will be required to support the distribution of any joint costs attributable to program activities. All costs included in the CAP will be supported by accounting records which will substantiate the propriety of charges. Budget allocations alone are not adequate allocation documentation. CONTRACTOR will retain on file documentation supporting the methodology utilized to determine the reasonableness of allocated costs. Failure to comply may result in no payment, or a partial or reduced payment, until CONTRACTOR is in compliance. In addition, failure to comply may result in termination of this Agreement.

C. **Program Income**

Program income means income received by CONTRACTOR which has been generated by contract supported activity, or earned as a result of the contract. For a public or private non-profit entity, all revenues in excess of costs for each separate program are to be treated as program income. These funds may be retained by CONTRACTOR to underwrite additional training or training related services for COUNTY approved programs. CONTRACTOR will be responsible for tracking contract revenues and expenditures separately for each fund stream in accordance with COUNTY policies and procedures. CONTRACTOR shall report program income to COUNTY.

D. **Property**

All property, finished or unfinished documents, data, studies and reports prepared or purchased by CONTRACTOR under this Agreement will be disposed of in accordance with COUNTY directions. In addition, any tools and/or equipment furnished by COUNTY or purchased by CONTRACTOR with contract funds, will be used for activities outlined in this contract and will remain the property of the United States Government, the State of California and/or COUNTY. Upon termination of this contract, CONTRACTOR will immediately return tools and/or equipment to COUNTY or dispose of them in accordance with COUNTY's directions regardless of cost. CONTRACTOR will conduct an annual inventory of property and provide documentation for the inventory as requested by COUNTY.

E. **Improvements of Real Property**

All improvements of real property paid for with WIA funds require advance, written COUNTY approval.

F. **Indirect Costs**

Any indirect cost rates must be approved by COUNTY.

G. **Grant Closeout**

Upon request, CONTRACTOR shall provide COUNTY with all information and documentation COUNTY deems necessary to complete the closeout of a grant and to ensure compliance with requirements under

WIA, its regulations, and state laws and regulations implementing WIA. CONTRACTOR shall provide the requested information within thirty (30) days after the termination of the grant.

H. **Contract Closeout**

Upon request of COUNTY, CONTRACTOR shall provide COUNTY within thirty (30) days after the termination of this Agreement with all information and documentation that COUNTY deems necessary to complete closeout of this Agreement and to ensure COUNTY is able to fulfill its obligations pursuant to WIA, its regulations, and state laws and regulations implementing WIA, including fiscal, program, audit and reporting requirements.

13. **REPORTS, MONITORING AND AUDITS.**

A. **Reports**

CONTRACTOR shall submit all financial and other reports required by COUNTY, and shall provide access to staff and copies of all records and data necessary to verify or clarify information requested or provided in such reports.

B. **Monitoring**

COUNTY will conduct ongoing evaluation and monitoring of the CONTRACTOR's program. Evaluation and monitoring will include, but may not be limited to, contract compliance and effectiveness of the program contracted for. CONTRACTOR shall adequately monitor its own program and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud or abuse, and to regularly assess and evaluate program effectiveness. Desk reviews may be conducted on all funding sources at COUNTY's discretion on a quarterly basis for contractual compliance with expenditure levels, participant numbers, and performance. A written resolution/corrective action may be required.

C. **MIS Documents**

CONTRACTOR agrees to submit or data enter into applicable MIS systems, including the Job Training Automation (JTA) system and Virtual One Stop (VOS) system. This includes submitting or data entering adult and dislocated worker participant application, registration/enrollment and

exit forms and/or other documents required by COUNTY within ten (10) days of any such action. All youth MIS forms such as applications, enrollments, youth test scores forms and exit forms must be submitted to COUNTY within ten (10) days of any such action for data entry.

D. **Submission of Training Materials**

CONTRACTOR agrees to submit upon request, copies of participant training agreements, outlines and materials. CONTRACTOR agrees that training curricula and materials will be considered part of the ongoing assessment, evaluation, inspection, monitoring, and auditing of this contract and the attainment of contract goals.

E. **Record Retention**

- 1) CONTRACTOR will retain all records pertinent to this contract for a period of seven years from the date of the final contract payment. If at the end of seven years there is litigation or an audit involving those records, CONTRACTOR will retain the records until the resolution of such litigation or audit.
- 2) CONTRACTOR shall include these record retention provisions in all subcontracts issued by it in connection with this Agreement, including the requirement that the same be inserted into any lower tier subcontracts.
- 3) Prior to the destruction of any records, CONTRACTOR must submit a written request to carry out the destruction of records to:

Teresa Zimny
Deputy Director/LWIA Administrator
Self Sufficiency Division
Health and Human Services Agency – Napa County
650 Imperial Way, Ste. 101
Napa CA 94559

Upon receipt of written authorization from the LWIA Administrator, records may be destroyed or surrendered to COUNTY.

F. **Audit Rights and Requirements**

- 1) CONTRACTOR is responsible for obtaining and financing an independent audit in compliance with federal and state rules and

procedures. All governmental and non-profit organizations must follow the audit requirements of OMB Circular A-133 (29 CFR 97.26 and 29 CFR 95.26).

- 2) CONTRACTOR shall allow the independent auditor or monitor of COUNTY, the Employment Development Department (EDD) and the Department of Labor auditors, investigators, monitors and their representatives at all times during the contract period and for a period of seven years thereafter, to have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance with the WIA statute, regulations, and directives (29 CFR 97.36(i)(10)).
- 3) CONTRACTOR and/or auditors performing monitoring or audits of CONTRACTOR or its subcontractors will immediately report to COUNTY any incidents of fraud, abuse or other criminal activity in relation to this contract, the WIA or their regulations.
- 4) CONTRACTOR shall include these audit rights and requirements provisions in all subcontracts issued by it in connection with this contract, including the requirement that the same be inserted into any lower tier subcontracts.
- 5) Audits are due to COUNTY by March 31st of the following year. Failure to comply could result in interruption of cash draws or reimbursements.

G. **Memorandums of Understanding (MOUs)**

CONTRACTOR must negotiate Memorandums of Understanding (MOUs) with all mandated One Stop Partners as required.

H. **Incident Reporting**

- 1) CONTRACTOR shall comply with the provisions of the Workforce Investment Act Directive regarding Incident Reporting, issued on September 10, 2002, by the Employment Development Department of the State of California, which is incorporated by reference herein. A copy of the Directive is on file with COUNTY at its Self Sufficiency Division of the Health and Human Services Agency.

Failure to comply with the provisions of the Directive shall be deemed a material breach of this Agreement.

- 2) CONTRACTOR shall establish the procedures required by the Directive referenced in subparagraph H1) above and shall provide COUNTY with a copy of same for its review and approval prior to the provision of services.
- 3) **Incident Reporting to County.** CONTRACTOR detecting the presence or appearance of fraud, abuse or other criminal activity involving WIA-funded activities shall submit a written report using the COUNTY Incident Report Form. *(Reference: Self Sufficiency/HHSA COUNTY Policy & Procedure, Incident Reporting)* CONTRACTOR must obtain sufficient information to provide a clear, concise report of each incident, but submission of an incident report should not be delayed even if all facts are not readily available, facts subsequently developed are to be forwarded in a supplemental report. Reports and supplemental report must be submitted using the COUNTY Incident Report Form, within twenty-four (24) hours of discovery or receipt of information regarding fraud, abuse, or criminal activity to the LWIA Administrator.

I. **Training of CONTRACTOR**

Upon request of COUNTY, CONTRACTOR and its staff shall participate in training provided by COUNTY relating to program, compliance and fiscal operations and activities under this Agreement.

EXHIBIT "D"

WORKFORCE INVESTMENT ACT DRUG-FREE WORKPLACE CERTIFICATION

Drug-Free Workplace Certification: By signing this subgrant/contract, the subgrantee/contractor hereby certifies under penalty of perjury under the laws of the State of California that the subgrantee or contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR Part 98) and will provide a drug-free workplace by taking the following actions:

- Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- Establish a Drug-Free Awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and
 - penalties that may be imposed upon employees for drug abuse violations.
- Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed subgrant/contract:
 - will receive a copy of the company's drug-free policy statement; and,
 - will agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.

EXHIBIT "E"
NAPA-LAKE LOCAL WORKFORCE INVESTMENT AREA ADMINISTRATION

650 Imperial Way, Suite 101
Napa, CA 94559

*Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions*

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION**

- (1) *The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.*
- (2) *Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

Name and Title of Authorized Representative:

Signature

Date

Instructions for Certification

1. *The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.*
2. *The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
3. *The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.*
4. *The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.*
5. *The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion and Lower Tier Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*
6. *A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.*
7. *Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.*
8. *Except for transaction authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.*

EXHIBIT "F"
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 any agency, a Member 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, or an employee of a Member of Congress in connection with the 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for 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 subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Signature

Exhibit "3"
STATEMENT OF COMPLIANCE

As the authorized signatory official for: _____
Submitting Entity/Organization

I hereby certify:

- that the above-named proposer is legally authorized to submit this proposal requesting funding under the Workforce Investment Act (the legal signatory for the organization applying); and
- that the above-named proposer does hereby agree to execute all work related to this proposal in accordance with the Workforce Investment Act, U.S. Department of Labor, State of California Employment Development Department Directives, Napa-Lake County Workforce Investment Board (NLWIB) policies and guidelines, and other administrative requirements issued by the Governor of the State of California. The Respondent shall notify the NLWIB within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments; and
- that the above-named proposer will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and
- that the contents of the proposal are truthful and accurate and the above named proposer agrees to comply with the policies stated in this proposal; and
- that this proposal represents a firm request subject only to mutually agreeable negotiations; and
- that the above-named proposer is in agreement that the NLWIB reserves the right to accept or reject any proposal for funding; and
- that the above-named proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and

- that the above-named proposer waives any right to claims against the members and staff of the Napa-Lake Workforce Investment Board and of Napa County in their individual and collective capabilities.

Authorized Representative Signature

Date

Print Name/Title

Exhibit "4"
BUDGET DETAIL WORKSHEET INSTRUCTIONS
FOR THE
YOUTH EMPLOYMENT AND TRAINING PROGRAM

The Budget Detail Worksheet summarizes each cost category. All costs related to the program activities described in the program design must be included on the Budget Detail worksheet. The narrative descriptions must include the type of cost and a formula detailing how the cost was derived.

The various costs should be allocated by category. Providers are required to assign a monetary value to any in kind/cash or match leveraged resource contributions and indicate them on this form. Note: Leveraged resources budget detail is not required, only the line item amount, and must correspond to the amounts and types of support documented by Letters of Commitment, Memorandums of Understanding or other grant award documents submitted in the proposal program design.

The following categories should be used:

- * Personnel Costs
- * Participant Costs
- * Equipment
- * Contractual Services
- * Infrastructure/Operating Costs
- * Indirect Costs
- * Other Costs

Budget Category Definitions and Instructions for Budget Worksheet and Narrative

Instructions below detail definitions for each budget category and instructions for the Budget Detail Worksheet and Narratives.

1. Personnel Costs.

Personnel Costs Budget Detail Worksheet: Staff salaries and associated fringe benefits necessary for direct service delivery. This category does not include subcontracted professional services or staffing. These costs should be allocated to the contractual services category and detailed/described in the line item for each cost. While staff performing administrative functions is allowable, positions that are fiscal, managerial or administrative in nature should be allocated to the indirect costs or infrastructure/operating costs category (see below). Please note positions related to fundraising are not allowable under WIA. Staff dedicated to client tracking/reporting can either be directly included in the personnel category or allocated to the indirect or operating/infrastructure categories below.

Personnel Costs Budget Narrative: List each individual position by title, percentage (%) of full time equivalent (FTE) or anticipated amount of time to be charged to this program x the annual salary x fringe = total.

2. Participant Costs.

Participants Costs Budget Detail Worksheet: Costs directly related to individual participants such as subsidized wages, supportive services (e.g. bus passes, childcare), participant payments (e.g. stipends, incentives), participant supplies (e.g. items/equipment consumable by participants or which become their personal property), tools or clothing related to employment or training, and participant tuition and fees incurred to achieve program objectives.

Participant Costs Budget Narrative: List each type of item with a unit cost x number of units = total. Number of units should be related to the number of individuals that will receive the item.

3. Equipment.

Equipment Costs Budget Detail Worksheet: Non-consumable, depreciable equipment necessary for the in the program. Examples are: computers, printers, fax machines, and office furniture. Equipment leases should also be listed here.

Equipment Budget Narrative: For each type of equipment to be purchased, list the number of items and the unit cost for each item. Please note that any item with a unit cost of \$1000 or more will require prior written approval by the NLWIB.

4. Contractual Services.

Contractual Services Costs Budget Detail Worksheet: Costs related to services contracted to an outside organization or company necessary and related to direct service to clients. Costs related to the purchase of goods or services from a general supplier, vendor transactions or part of general operating costs should not be included in this category and instead should be listed under Infrastructure/Operating costs category.

Contractual Services Budget Narrative: Any sub-contractors should also be included in the proposal narrative along with their responsibility and role. Detail name of contractor x the cost = total.

5. Infrastructure/Operating Costs Detail.

Infrastructure/Operating Costs Detail: General costs to run the program, including building rental, facilities maintenance, utilities, phones, general consumable materials and supplies, Internet, staff travel and training, insurance, audits, etc., and other costs related to supporting and maintaining organizational infrastructure. Professional services purchased from vendors (as opposed to subcontractors) are included in this category. Costs related to technology needed to fulfill requirements can be included as part of your budget and will be reviewed for cost effectiveness and reasonableness.

Infrastructure/Operating Costs Budget Narrative: As applicable, for each item list the number of items x the unit cost for each item = total. An alternate method of calculation, such as cost per unit of item (e.g. month or annual cost) or per staff would also be acceptable.

6. Indirect Costs.

Indirect Costs Budget Detail Worksheet: If used this rate should include audit, payroll and other costs of program support such as general costs that cannot be directly identified as a cost to any specific program, but are equitably allocated to all the programs that the organization operates and therefore should not also be listed in Infrastructure /Operating Costs Category. Note: This category may only be used by organizations with an Indirect Cost Rate approved by an authorized federal or state agency. A copy of the Indirect Cost Rate Proposal approved by the cognizant federal agency must be attached.

Exhibit "5"
SCOPE OF WORK
YOUTH EMPLOYMENT AND TRAINING PROGRAM

This RFP is for the design, development and administration of a youth service system. This system will provide programs that assist youth to become life-long learners with the necessary skills to prepare youth to make a successful transition to adulthood, to obtain long-term academic and employment success and to provide a means to develop the potential of youth as citizens, employees and leaders in the community. This youth program will assist at-risk youth ages 14-21 in achieving major educational attainment, skills development and/or employment through a focus on intensive year round programming; an emphasis on long-term outcomes; the delivery of the ten required program elements; and increased connections to employer and labor market information.

For purposes of this scope of work, the Respondent that has been awarded the Youth Employment and Training Program will herein be referred to as the "Provider".

1. **General Responsibilities of the Provider:**

- 1) Contract with the NLWIB and comply with all terms and conditions of the agreement for the delivery of services;
- 2) Work under the direction of, and in cooperation with NLWIB staff;
- 3) Meet regularly with NLWIB staff to ensure that expectations are communicated, issues are resolved, and that program implementation and effective coordination are occurring;
- 4) Support the NLWIB in all policy-making decisions for WIA-funded youth activities in Lake County;
- 5) Provide fiscal, operational, and performance reports as required by the NLWIB; and
- 6) Implement a continuous improvement process.

2. **Required Program Elements.** The following 10 elements must be made available to every WIA youth participant; however referrals can be made to other resources to fulfill this requirement. The most effective programs are those that connect these elements through a collaboration of community resources.

- 1) **Tutoring, study skills training, and instruction** that lead to the completion of secondary school and include dropout-prevention strategies and basic skills

instruction. This will include instructional services that assist out-of-school youth to show gains in Literacy and Numeracy under the WIA Youth Performance Measures (please refer to Section 5 – Outcome Measures in this scope of work)

- 2) **Alternative secondary school** services that include referral services and development of linkages to community resources;
- 3) **Summer employment opportunities** that are directly linked to academic and occupational learning. WIA moves the workforce development system away from short term interventions, instead emphasizing the long-term development of young people;
- 4) **Paid or unpaid work experience** which is structured opportunities that occur in the workplace for a specific period, connect with individual plans of service, and support goal achievement. Paid and unpaid work experience opportunities may include internships, job shadowing, and short term employment.
- 5) Occupational skills training including apprenticeship programs.
- 6) **Leadership development opportunities** including community service and peer-centered activities encouraging responsibility and other positive social behaviors. Leadership activities should take place during non-school hours, may be coordinated with local schools or other existing leadership opportunities, and may include:
 - Exposure to post-secondary educational opportunities.
 - Peer mentoring and peer tutoring.
 - Organizational and team work training.
 - Service learning projects.
 - Involvement with local non-profit boards looking for youth participation, including the Youth Council.
 - Training in decision-making and prioritizing.
 - Citizenship training in areas such as life skills, budgeting, parenting, appropriate work behavior, and social responsibility, including the importance of preventing out-of-wedlock pregnancies.
 - Training in positive social behavior, including positive attitude development, and self-esteem building, cultural diversity, work simulation activities, and other soft skills development.
- 7) **Supportive services** to reduce the barriers to success in school and work, including referrals to other agencies in the community to assist youth with specific needs. Supportive services may include:
 - Linkage to social, medical and housing services, education assistance, and other needed services.

- Assistance with uniforms, appropriate work attire, and work-related tool costs.
- Assistance with transportation costs, including bus passes to ensure youth are able to participate in work experience opportunities.

8) **Mentoring** to match youth with adults who have similar interests and backgrounds and will continue the relationship for a minimum of twelve months. Work-based mentoring may take place in conjunction with a job or internship activity. Mentoring may begin before the youth exits the program and continue beyond exit and can be part of the required follow-up services;

9) **Mandatory follow-up services** for 12 months after the completion of participation. All WIA youth participants must receive follow-up services for a minimum of twelve months after exiting the Youth Employment & Training program. Follow-up services must consist of case management services combined with other services, depending on the individual needs of the youth. Examples of follow-up services include:

- Leadership development and supportive services, as described above.
- Work-related peer-support groups.
- Periodically scheduled group or individual meetings to discuss educational and career goals.
- Assistance in obtaining or retaining jobs, career development, and in pursuing further educational opportunities.
- Monthly contact including but not limited to phone calls, emails, and in-person visits.
- Regular contact with a youth's employer, and assistance in addressing work-related problems.
- Adult mentoring.
- Tutoring or school-based study groups.
- Any other appropriate activities necessary to support the participant.

10. **Comprehensive guidance and counseling** which may include drug and alcohol abuse counseling and referral, as appropriate.

3. **Target Population to be Served.** For purposes of this RFP, a youth is defined as an individual who:

- 1) Is age 14-21 (Note: Youth 18-21 may also be serviced through the WIA Title I-B Adult Program;
- 2) Is low income; and
- 3) Is within one or more of the following categories;
 - Low basic skills;

- School dropout (A “Dropout” is defined as an individual no longer attending any school, including an alternative school);
- Homeless, runaway, or foster child;
- Pregnant or parenting youth;
- Offender; or
- Needs additional assistance to complete an educational program or secure and retain employment.

4. **Other Program Components.** It is expected that proven “best practices” will be incorporated in the delivery of the following program components.

1) **Outreach and Recruitment:** Providers have the primary responsibility for conducting outreach and recruitment to identify program participants.

2) **Intake Screening and Eligibility:** Under the WIA legislation, all youth must meet eligibility criteria as defined in the “Target Population” section of this RFP. Providers will screen applicants for suitability for program participation. Certification of eligibility for any WIA-funded programs must be completed prior to enrollment. Providers will complete a fully documented eligibility determination packet. Certification includes income determination. The NLWIB Staff will provide final approval of WIA eligibility before any services are provided to youth participants. The NLWIB has the sole authority to approve final eligibility of applicants under relevant laws and regulations. Provider must enter all data in the WFN VOS data system prior to final eligibility approval.

3) **Orientation:** All participants must receive information on the full services that are available to youth.

4) **Assessment:** Each participant shall be provided with an objective assessment of his/her academic, employment skills, and supportive service needs. This includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes, and supportive service needs. Where appropriate, recent assessments can be used in lieu of additional assessment. The goal is to accurately evaluate the youth in order to develop an appropriate service strategy to meet his/her individual needs.

WIA youth must be tested for basic skills within 30 days of the enrollment date or provide documentation that testing occurred no more than six months prior to enrollment; and pre-test for Literacy and Numeracy skill level no later than 60 days after the youth’s initial enrollment date.

- 5) **Individual Service Strategy (ISS):** An individualized, written plan of long and short-term goals to address each WIA participant's unique needs and barriers as identified in the objective assessment (that includes needed educational, employment related and personal support services) must be developed and maintained for each participant. The plan should specify a delivery method to meet those needs or overcome the barriers identified. The level of services needed by a participant will determine the program elements to be included in the ISS. The plan should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur.
- 6) **Referral to Services:** Providers are strongly encouraged to link and share information with other youth-serving agencies, organizations and training providers in order to meet the individual needs of all youth.
- 7) **Coordination with One-Stop System:** The One-Stop system provides workforce development services to adults. NLWIB youth Providers will be expected to engage in partnerships to provide resources and services to youth. Specifically, programs should provide for a seamless transition to the One-Stop system.
- 8) **Academic Requirements:** The target population to be served includes youth who has low basic skills, defined as below 8th grade level. All programs must provide academic services to assist in skill gains for basic skills deficient youth. Assessment instruments must be utilized to show skill level gains. The following are examples of strategies that may help youth attain academic skills:
- a) Instruction leading to high school diploma or GED;
 - b) Basic skills instruction leading to grade or skill level increase, including English as a Second Language;
 - c) Preparation for entry into post-secondary education;
 - d) Project-Based Learning with learning objectives tied to academic competencies;
 - e) Community and Service Learning; and
 - f) Tutoring and/or Study Skills leading to educational success and ultimate school completion.
- 9) **Employer Connections:** Employer connections are essential to the success of an employment program. Providers shall create meaningful employer connections that will result in placements in employment or continuing education as well as exposure to the world of work with resultant measurable skill increases.

Career development experiences should demonstrate meaningful employer involvement. These may be described as structured, supervised, contextual world-of-work experiences, with documented learning outcomes. Work-based learning experiences are those that take place in the context of actual work environments, link to learning outcomes, are developed with employer input, align with industry-specific skill standards and competencies, and are based upon labor market information.

Employment-related activities can include subsidized or unsubsidized work experiences; internships; job shadows; exposure to various aspects of industry; job search assistance, placement and retention; project-based learning; career mentoring; service learning; occupational skill training; and employment opportunities directly linked to academic and/or occupational goals.

10) **Best Practices:** National research identifies the following elements of effective practice and the Provider is encouraged to exemplify the following principles in the delivery of services to youth: relationships that maintain continuity of contact with caring adults; strong connections to employers; a variety of contextual educational options for skill/competency gains or academic learning through practical application; opportunities for leadership and decision-making; positive peer support; opportunities for post-secondary education; opportunities for meaningful service to others; and follow-up support over a sustained period. In addition, the Youth Council will continuously research, analyze and possibly adopt new best practices throughout the contract period. It is expected that the selected Provider will work very closely with the NLWIB/Youth Council in the implementation of such practices.

5. **Performance Outcomes:** The selected service provider will be expected to meet the **WIA Youth Performance Measures for WIA youth**. WIA measures are fully explained below. These performance measures are subject to change based on guidance received from the California Employment Development Department. The WIA Youth Performance Measures and levels of expected engagement are:

1) **Placement in employment or education**

Of those who are not in post-secondary education, employment, or the military at the date of participation:

Measures the percentage of all youth participants who are engaged in one of the following activities in the first quarter after exiting the program:

- Employment
- Military

- Post-secondary Education
- Advanced Training/Occupational Skills Training

2) Attainment of a Degree or Certificate

Of those enrolled in education (at the date of participation or at any point during the program):

Measures the percentage of all youth participants who are enrolled in any organized program of study and receive a diploma or certificate by the end of the third quarter after exiting the program.

3) Literacy and Numeracy Gains

Of those out-of-school youth who are basic skills deficient (in-school youth are excluded):

Measures the percentage of basic skills deficient out-of-school youth who increased one or more educational functioning levels* within one year of youth program participation. * Each educational functioning level is equivalent to 2 grade levels.

Pre-tests must be administered no later than 60 days after the youth’s first program service.

Post-tests must occur within one year of program participation.

The following table should be used to form the development of the performance plans.

Youth WIA Requirements at Section 136©	PROPOSED WIA Performance Measures for Prg Yr 2012/2013	FINAL WIA Performance Measures for Prg Yr 2012/2013
Placement in Employment or Education	67%	65%
Attainment of a Degree or Certificate	47%	61%
Literacy & Numeracy Gains	30%	40%

Exhibit "6"
BUDGET DETAIL WORKSHEET
YOUTH TRAINING AND EMPLOYMENT PROGRAM

	Funds Requested	Leveraged Resources	TOTAL BUDGET
PERSONNEL COSTS			
Salaries	\$	\$	\$
Total Salaries	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Fringe Benefit Rate			
Total Personnel Costs	\$	\$	\$
PARTICIPANT COSTS			
Total Participants Costs	\$	\$	\$
EQUIPMENT PURCHASE COSTS			
Total Equipment Purchase Costs	\$	\$	\$
CONTRACTUAL SERVICE COSTS			
Total Contractual Service Costs	\$	\$	\$
INFRASTRUCTURE/OPERATING COSTS			
Total Infrastructure/Operating Costs	\$	\$	\$
INDIRECT COSTS			
Indirect Costs (applied based on Cost Agreement)	\$	\$	\$
Indirect Cost Base			
TOTAL OTHER COSTS	\$	\$	\$
TOTAL BUDGET	\$	\$	\$

