



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
Workforce Innovation and Opportunity Act (WIOA) Adult Program
RFP DBEA 2025-13**

Section 1 – Overview and Schedule

A. Executive Summary

On behalf of New Hampshire’s State Workforce Innovation Board (SWIB), the Department of Business and Economic Affairs (BEA), Office of Workforce Opportunity (OWO) is issuing this Request for Proposals (RFP) for the purpose of identifying and selecting a qualified subrecipient as the service-provider for New Hampshire’s Workforce Innovation and Opportunity Act (WIOA) Title I Adult Program.

The WIOA Adult Program assists individuals who are low income, recipients of public assistance, basic skills deficient and/or have other barriers in finding and maintaining sustainable jobs in high demand industries. The WIOA Adult program helps individuals with career and occupation searches, overcoming barriers to employment, and benefit from trainings that help them enter the workforce, including through basic or individualized career services. BEA/OWO seeks applicants (hereinafter “Bidders”) that bring new and innovative ideas, resources, approaches, and partnerships that can help eligible individuals in New Hampshire obtain the career and training services available.

BEA/OWO anticipates awarding one contract to provide services to eligible individuals in the Adult Program. The resulting contract shall be effective July 1, 2025, through June 30, 2029. Award of the contract is contingent on approval by the Governor and Executive Council and the availability of federal funds.

Services supplied under the contract will be 100% funded under WIOA (see Pub. L. 113-128) pursuant to an award to the state from the U.S. Department of Labor (USDOL) Employment and Training Administration (ETA) (CFDA# 17.278). For planning purposes, Bidders should estimate Adult Program funding of \$1,100,000 annually. This figure is provided solely to guide Bidders in preparing their proposed budgets and does not commit BEA/OWO to award a contract for this amount. The actual award is contingent upon available federal funds at the time of contract negotiations.

This RFP requires Bidders to propose a reasonable total cost for delivery of services as described herein. Funding during the contract period may be adjusted due to changes in WIOA funding received.

B. Schedule

The following table sets forth a Schedule of Events for this RFP through contract finalization and approval. BEA/OWO reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released (Advertisement)	March 24, 2025	12:00 PM
Bidder Inquiry Period Ends	April 4, 2025	4:00 PM
Final Agency Responses to Bidder Inquiries	April 7, 2025	4:00 PM
Bidders Submit Proposals	April 25, 2025	4:00 PM

Estimated Notification of Selection and Beginning of Contract Negotiations	May 2, 2024	4:00 PM
Targeted Governor and Council Meeting	June 4, 2025	
Anticipated Contract Start Date	July 1, 2025	

Section 2 - Description of Agency/Program Issuing the Request for Proposals

The service-provider selected through this RFP is expected to be familiar or become familiar with the Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128); WIOA regulations, issuances and memos issued by the USDOL Employment and Training Administration; and relevant direction from the below-referenced New Hampshire agencies and entities:

BEA and OWO

New Hampshire’s Department of Business and Economic Affairs (BEA) is dedicated to enhancing the economic vitality of the State of New Hampshire while promoting it as a destination for domestic and international visitors. For more information, visit www.nheconomy.com, www.choosenh.com, or <https://www.nheconomy.com/office-of-workforce-opportunity>.

BEA’s Office of Workforce Opportunity (OWO) is dedicated to the success of New Hampshire’s employers and employees. OWO serves as the grant recipient and state-level administrative agency for federal funds allocated under Title I of WIOA. Broadly, OWO utilizing WIOA helps job seekers in the state access employment, education, training, and support services to succeed in the labor market and matches employers with the skilled workers they need. Pursuant to WOIA, New Hampshire enjoys the flexibility to collaborate across systems as a means of addressing the employment and skills requirements of current employees, job seekers, and employers. With an eye toward understanding the expectations of New Hampshire’s Adult Program, bidders are encouraged to read the USDOL’s WIOA resource page, including its latest guidance and updates: [Workforce Innovation and Opportunity Act | U.S. Department of Labor \(dol.gov\)](http://www.dol.gov). In addition, bidders should be mindful of WIOA’s six guiding principles:

1. Increase access to and opportunities for employment, education, training, and support services for individuals, particularly those with barriers to employment
2. Support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system
3. Improve the quality and labor market relevance of workforce investment, education, and economic development efforts
4. Promote improvement in the structure and delivery of services
5. Increase the prosperity of workers and employers, and
6. Provide workforce development activities that increase employment, retention, and earnings of individuals and that increase post-secondary credential attainment and, as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skills requirements of employers, and enhance productivity and competitiveness in the United States.

State Workforce Innovation Board (SWIB)

New Hampshire’s State Workforce Innovation Board (SWIB) administers WIOA funds and oversees state workforce development initiatives. SWIB’s mission is to promote life-long learning by collaborating with businesses, agencies, and organizations to bring the state’s education, employment, and training programs together into a workforce development system that provides the means for New Hampshire residents to gain sufficient skills, education, employment, and financial independence. Consistent with

WIOA requirements, SWIB is composed of state business leaders, labor representatives, and agency leaders. Private sector leaders constitute a majority of SWIB's membership. SWIB operates as a single service-delivery area, and as such has one state-level board (and no local workforce boards). To learn more about SWIB, visit <https://www.nheconomy.com/office-of-workforce-opportunity/about-us/state-workforce-innovation-board>.

One-Stop Operator Consortium (Consortium)

The NH Works One-Stop Operator Consortium (the Consortium) serves as the one-stop operator in New Hampshire. The Consortium oversees the implementation of system-wide workforce development strategies and goals at the service-delivery level, consistent with the vision and goals set forth by SWIB. The Consortium is the primary committee charged with designing and implementing continuous improvement tools and processes for the one-stop service-delivery system. The Commissioner of NH Employment Security serves as the Chair of the Consortium. Consortium membership also includes directors/commissioners or executive-level staff from the core state workforce development system partners, inclusive of NH Employment Security (NHES), NH Department of Education (DOE), the Community College System of NH (CCSNH), NH Business and Economic Affairs (BEA), and NH Department of Health and Human Services (DHHS). For more information on the NH Works One-Stop service-delivery system, see the WIOA Combined State Plan at <https://www.nheconomy.com/office-of-workforce-opportunity/about-us/state-plan>.

NH Works – American Job Centers

The entity chosen to administer the New Hampshire's Adult Program will provide services to eligible individuals through the state's One-Stop System. The cornerstone of the workforce innovation system is the one-stop service delivery system designed to serve the needs of dual customers: the job seeker and the employer. This delivery system is the mechanism through which programs are integrated. In New Hampshire, this One-Stop System, known as NH Works, also carries the federal tagline "an American Job Center".

NH Works' service-delivery model is a commonsense approach to helping people find the right job, training, or educational programs at a single location *and* to helping employers identify available, qualified talent. NH Works connects job seekers to new jobs, skills advancement, and/or training programs that lead to paid work. For their part, businesses turn to NH Works for help hiring employees, finding qualified workers, and/or posting job listings. New Hampshire has twelve NH Works Centers located throughout the state.

Entities funded through WIOA are considered partners in the NH Works service-delivery system. The system, designed to operate as a network of partners, works to enhance education, training, and employment opportunity for specific populations under the guidance of the Consortium. All service-providers funded completely or in part with WIOA funds are obliged to work in conjunction with partner agencies to provide a holistic approach to customer service.

The entity chosen to administer the WIOA Adult program will provide eligible services to individuals through the twelve NH Works Centers.

As stated above, the SWIB is committed to ensuring that New Hampshire's one-stop service delivery system is recognized as "NH Works – An American Jobs Center" by all who enter the system. Thus, as a condition of this RFP, subrecipients of WIOA funds (i.e., service-provider(s)) must agree to the following:

- All services, staff, and promotional materials funded under the agreement shall identify using NH Works branding. The service provider may use its agency/company name and/or logo, but only as a secondary identifier.

- BEA, or its designee, reserves the right to approve all staff signatory taglines for email and promotional materials prior to implementation to ensure consistency of message.
- Job titles assigned to staff hired under this agreement shall not contain descriptive words such as WIOA Administrator or WIOA Director; these designations are reserved to identify state-level staff only.

In addition to the requirements and expectations detailed in this RFP, all services proposed by bidders must support the goals of the NH Works system, which include the following:

- *Universality*: Efficient and timely access to a wide variety of employment-related services to individuals seeking work.
- *Integration*: Seamless and functional coordination of services through collaborative development of the system's vision, goals, service strategies, resource allocation and team-based system management.
- *Customer choice*: Customers navigate their own paths of employment.
- *Accountability*: Performance-driven, outcome-based approaches incorporate data collection, customer feedback, and other tools to ensure program success.
- *Consistency of branding*: "NH Works" is identified in all verbal and written communications.

For further information, see the WIOA Combined State Plan for more information on the NH Works one-stop service delivery system at <https://www.nheconomy.com/office-of-workforce-opportunity>.

Section 3 – Scope of Work

Designated by the Governor of New Hampshire as the recipient of federal funds allocated through Title I of the Workforce Innovation and Opportunity Act (WIOA), BEA/OWO invites proposals for innovative activities and initiatives that offer the following:

- Outreach to individuals who may be eligible for services through the Adult Program
- Determination of individual eligibility for the Adult Program, including through solicitation and compilation of necessary documentation
- Assistance to eligible Adults through basic career services, individualized career services, and training services through WIOA
- Provide assessment of individuals and development of Individual Employment Plans, along with case management for eligible individuals
- Integration of Adult Program services with complementary services provided by other WIOA-funded partners and non-WIOA-funded partners that utilize federal dollars including WIOA first
- Implementation of training strategies and employment approaches to help individuals develop essential skills that are needed to be successful in today's workplace
- Implementation of progressive levels of education and training approaches that help individuals gain higher skill levels and experience as well as earn marketable credentials
- Continuous support services to individuals seeking to participate and succeed in workforce investment and training activities
- Workable, results-oriented strategies for effectively serving individuals facing barriers to employment and for coordinating programs and services among one-stop partners, and
- Provision of follow-up services to individuals for one year after their exit from the Program.

Section 4 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

BEA/OWO must receive proposals submitted in response to this RFP no later than the time and date specified in the Schedule section, herein. Proposals must be submitted electronically and be addressed to:

State of New Hampshire
Department of Business and Economic Affairs
Office of Workforce Opportunity
c/o
Joseph A Doiron

Electronic proposals must be submitted to: Joseph.A.Doiron@livefree.nh.gov

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
RESPONSE TO RFP BEA 2025-13
Workforce Innovation and Opportunity Act (WIOA) – Adult Program

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the Bidders unopened. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by BEA/OWO, in accordance with its established policies, as having been received at the location designated above.

All Proposals submitted in response to this RFP must consist of at least:

- 1) One electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 7E of this RFP.

Bidders who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

B. Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Points of Contact:

TO: Joseph.A.Doiron@livefree.nh.gov

Inquiries must be received by BEA/OWO's RFP Point of Contact no later than the conclusion of the Bidder Inquiry Period (see Schedule of Events section, herein). Inquiries received later than the conclusion of the Bidder Inquiry Period shall not be considered properly submitted and may not be considered.

BEA/OWO intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at BEA/OWO's discretion. BEA/OWO may consolidate and/or paraphrase questions for sufficiency and clarity. BEA/OWO may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon BEA/OWO. Official responses by BEA/OWO will be made only in writing by the process described above. Bidders shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

C. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Bidder, all communication with personnel employed by or under contract with BEA/OWO regarding this RFP is forbidden unless first approved by the RFP Point of Contact listed in the Proposal Inquiries section, herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential sub-recipient during the selection process, unless otherwise authorized by the RFP Point of Contact. Bidders may be disqualified for violating this restriction on communications.

D. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting contract, whichever is later.

E. Eligible Entities

Proposals may be submitted by qualified individuals, organizations, or entities (public, nonprofit, or private) or a consortium of entities (including a consortium of entities that, at a minimum, includes three or more of the one-stop system partners with demonstrated effectiveness), located in NH, which may include:

- An institution of higher education
- An employment service State agency established under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) on behalf of the local office of BEA/OWO
- A community-based organization, nonprofit organization, or intermediary
- A private for-profit entity
- A government agency
- Another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization.

To be eligible, Bidders must be authorized to do business in New Hampshire. Workforce development-minded organizations or individuals with or without previous experience as a contractor are encouraged to submit proposals; however, only proposals from organizations or individuals that can thoroughly demonstrate they have the ability to provide the required services will be considered.

No provider or entity may compete for funds if:

- The individual or entity has been debarred or suspended or otherwise determined ineligible to receive federal funds by an action of any governmental individual/organization.
- The individual or entity's previous contract(s) with the State of New Hampshire had been terminated for cause.
- The individual or entity has not complied with an official order to repay disallowed costs incurred during its conduct of services under any contract.
- The individual or entity or its parent organization have filed for bankruptcy during the past 7 years.

SECTION 5 - Content and Requirements for a Proposal

The items contained in this section must be included in the proposal to meet the minimum requirements for evaluation. The sections must be in the order described and written in a straightforward and concise manner. BEA/OWO is interested in the **quality** and **responsiveness** of the proposal. Points will be deducted from the total score if proposals do not list the questions and answers (see Section 6C for example).

Respondents must carefully examine all requirements stipulated in this RFP and respond to each requirement in their proposal.

Letters of support are not required.

BEA/OWO cannot enter into contract negotiations with an organization that is not legally permitted to conduct business within the State of New Hampshire or is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

A. Proposal Content Requirements

1. Proposal Cover Sheet	Appendix A	Required	Pass/Fail
2. Table of Contents	with Page Numbers	Required	Pass/Fail
3. Abstract/Executive Summary	Max. one (1) Page	Required	Pass/Fail
			100 Point Total
4. Proposal Narrative		Required	80 Point Total
A. Experience and Qualifications	Max. Eight (8) Pages	“	15 Points (of 80)
B. Program Service Delivery Model	Max. Eight (8) Pages	“	20 Points (of 80)
C. Performance Accountability	Max. Four (4) Pages	“	15 Points (of 80)
D. Partnerships & Community Engagement	Max. Two (2) Pages	“	15 Points (of 80)
E. Technology, Data, & Reporting	Max. Two (2) Pages	“	10 Points (of 80)
F. Timeline	Max. Two (2) Pages	“	5 Points (of 80)
5. Contractor Cover Sheet	Appendix B	Required	Pass/Fail
6. Proposal Budget		Required	20 Point Total
A. Fiscal Capabilities	Max. Eight (8) Pages	“	
B. Budget Worksheet	Appendix C	Required	
7. Staff Job Descriptions	Appendix D	Required	Pass/Fail
8. State Assurances and Certification	Appendix E	Required	Pass/Fail
9. WIOA Assurances and Certification	Appendix F	Required	Pass/Fail
10. Conflict of Interest	Appendix G	Required	Pass/Fail
11. Roles and Responsibilities	Appendix H	Required	Pass/Fail
12. Miscellaneous	Max. Five (5) Pages	Optional	

B. Proposal Format Requirements

Font: 12 point – Times New Roman

Spacing: Optional (single spaced or greater)

All content in the proposal must be typed (with the exception of signatures)

Pages: Numbered (exclusive of title page, table of content and miscellaneous pages)

Margins: 1 inch

Email: PDF format – drop box and/or similar tools not allowed.

SECTION 6 – Evaluation of Proposals

A. Technical Review

OWO staff will serve as the Technical Review Team. The team will conduct a review of each proposal received for compliance with technical submission requirements as follows:

1. Confirm the proposal was submitted in accordance with the specified timeline.
2. Confirm all the requested information and documentation is included in the application package.
3. Verify that the proposal is complete and signed by an individual legally authorized to act on behalf of the bidder.

4. Evaluate each proposal for acceptability, based on completeness and responsiveness to requisite program criteria.

Proposals assessed as failing to meet the required minimal submission standards will be disqualified and will not be considered.

Proposals passing the technical review will be forwarded to the Selection Committee for content evaluation and scoring.

B. Selection Process

- The selection committee will comprise of no less than three (3) members of which at least one member will be a member of the SWIB.
- Proposals that meet the minimum submission criteria will be reviewed and ranked by the Selection Committee.
- Each reviewer will complete a score sheet for each proposal received from the Technical Review team.
- Proposals will be ranked based on the merits of the proposal using the Evaluation Scoring process outlined in the section below.
- Rankings will be used as a guide for discussion and final selection of a provider.

Scores submitted from the Selection Committee will result in the initial selection of a provider that most closely meets the requirements established by the SWIB as determined by OWO.

- If the results of the review indicate, in the opinion of OWO, that the Bidder may not be able to fulfill service delivery expectations, OWO reserves the right to decide to not enter into a contract with the organization, regardless of the ranking and/or approval of the applicant's proposal.
- OWO may require the selected service-provider to participate in negotiations and modify their proposals based on the outcome of those negotiations. OWO may decide not to fund part or the entire proposal, even though it is found to be competitive. Such decisions will be made based on the opinion of OWO that the services proposed are not needed, the goals of the proposal do not align with goals of the SWIB, or the costs are higher than OWO finds reasonable in relation to the overall funds available.
- OWO reserves the right to modify or alter the requirements and standards as set forth in this RFP based on program requirements mandated by state or federal agencies. In such instances, OWO will not be held liable for provisions of the RFP package that become invalid.
- Additional funds received by OWO may be used to expand services with existing subrecipients or to fund competitively rated proposals not initially funded under this RFP. These decisions shall be at the discretion of OWO.
- OWO will initiate and negotiate a contract award pending receipt of any additional documentation regarding administrative qualifications and/or any other areas of concern and/or the successful completion of contract negotiations.
- The final contract between OWO and the selected Bidder is subject to the NH Governor and Council final approval.

C. Criteria for Evaluation and Scoring

Proposals should be developed and organized as outlined below. Interested Bidders should respond to each section's requirements in their entirety. For example:

Experience & Qualifications

1) Describe your organization's previous experience providing programs and services to adults.

a. [Insert organization's response]

2) What administrative capacity does your organization currently possess?

a. [Insert organization's response]

Abstract/Executive Summary – Pass/Fail (Max 1 page)

- Provide a description of your organization.
- Demonstrate an understanding of the workforce development system in New Hampshire.
- Outline key organizational achievements within the past three (3) years as they relate to program development or program outcomes.
- Briefly describe why your organization is seeking award of this RFP and any unique or innovative aspects that may set your response apart from others.

Experience and Qualifications – Worth 15 Points (Max of 8 Pages)

- Describe your organization's previous experience providing programs and services to individuals with barriers to employment.
- What administrative capacity does your organization currently possess?
- Describe past experiences in administering other federal programs (if none, any past programs) and how the organization was able to maintain and demonstrate the cost effectiveness of the program.
- Describe a staffing plan that provides WIOA Adult services in all 12 NH Works locations. Include a staffing chart.
- Describe the related experience or training of the proposed staff.
- List the individual to counselor ratio.
- Briefly describe your organization's track record of providing services to individuals, whether under a WIOA or another grant program.
- Describe the facilities you will be using for activities and/or services.

Program Service Delivery Model - Worth 20 Points (Max of 8 Pages)

- Career services are classified into three categories: basic career services, individualized career services, and training services. Describe how you will ensure each of the categories as well as the individual services (see Appendix H) are made available to eligible individuals. Please address each category of career services in your proposal.
- How will your organization conduct comprehensive and innovative outreach and recruitment activities to identify eligible individuals?
- Describe how your organization will complete a comprehensive intake interview and collect eligibility documentation for enrollment into the program.
- How will the organization complete mandatory comprehensive individual assessments?
 - How will the assessments be used to identify and plan for services so that individuals will be successful in completing a training program that matches career interests in demand occupations?
- Describe how Individual Employment Plans (IEPs) will be developed in a manner that is appropriate to the individual and follows clear timelines in which to be completed.
- Describe some of the supportive services that may be provided to remove individual barriers that may impact an individual's ability to complete a program.

- How will these supportive services be utilized so that funds are available for all individuals?
- What mechanisms will be utilized to identify when an individual needs supportive services?
- How will the organization maintain contact and active engagement with individuals to ensure there are no gaps in service?
- How will the organization define individual success for each service provided?
- What resources (internal and external) will the organization utilize to effectively deliver services to eligible individuals?
- How will the organization provide follow-up services for a minimum of one year after an individual exits the program. What services might be offered?
- Employers have indicated that work readiness skills (“soft skills”) and critical thinking skills are a major consideration in hiring and retaining employees. Describe in detail how your organization will address work readiness skills and retention skills for individuals. “Soft skills” include but are not limited to analyzing and solving problems, competency in foundation mathematics, reading skills and good attendance.

Performance Accountability - Worth 15 Points (Max of 4 Pages)

- Describe your strategy to meet or exceed the state’s performance goals for this RFP.
 - How will your organization manage measurement, achievement, and documentation of performance standards?
- Include specific performance targets related to State and Federal performance measures.
- Identify your proposed quarterly and annual goals for each state-mandated performance measure, and list objectives under these areas with specific measurables and deliverables.
- Identify the number of new enrollments to be served during program operation.
- Describe how the state’s goals and objectives for the WIOA Adult program will be achieved. Goals and objectives must be measurable, reportable, and attainable and entered in the Job Match System. Performance measures have not been negotiated beyond PY25, however, New Hampshire’s negotiated performance measures for PY25 are as follows:
 1. Placement in Employment or Education – Eligible WIOA Adults will enter post-secondary education or employment at the rate of 79.0% by the end of the 2nd quarter after exit.
 2. Retention in Employment or Education – Eligible WIOA Adults will retain post-secondary education or employment at the rate of 76.0% by the end of the 4th quarter after exit.
 3. Credential Attainment Rate – Of those Adults that enter WIOA services and receive training, at least 75.0% will receive a credential by the end of the 1st quarter after exit.
 4. Median Earnings – Measured median earnings the 2nd quarter after exit will be \$8,750.00.
 5. Measurable Skills Gain – 67.5%

Partnerships & Community Engagement - Worth 15 Points (Max of 2 Pages)

- Describe how you will recruit employers for career exploration and/or on-the-job training opportunities.
- Describe how you will connect linkages with education and training for post-secondary educational opportunities (e.g., academic & occupational learning, preparation for employment, etc.).

Technology, Data, & Reporting - Worth 10 Points (Max of 2 Pages)

- Describe your organization's procedures for recordkeeping.
- Describe past success with tracking program performance and/or outcomes. Include a description of previous outcomes from other successful initiatives and describe experience with capturing and reporting performance information.
- Describe how you will determine WIOA eligibility and enter eligibility and other customer information into the Job Match System.

Timeline – Worth 5 Points (Max of 2 Pages)

- Please provide your detailed timeline for the proposed project.
- Using your timeline, please provide specific milestones for when primary objectives will be met.

Fiscal Capabilities – Worth 20 points (Max of 8 pages)

Part I: Budget Narrative

In responding to this RFP, the Bidder should plan for an annual (July 1 – June 30) budget cycle. Bidders should submit invoicing on a monthly basis unless otherwise noted in the budget narrative.

The Budget Narrative is an opportunity for BEA/OWO to assess the fiscal risk and operations of the organization. It is also where the Bidder provides an itemized budget breakdown and narrative for each budget category listed on the Budget Worksheet.

The budget narrative submitted should answer the following:

- Describe your organization's experience managing Federal funds.
- Describe the internal controls of your organization to handle finances.
- Describe how you will help ensure an efficient use of the WIOA funds while maximizing services provided for Individuals.
- Describe past success with leveraging additional resources. Describe both leveraged resources whose purpose has been to ensure and maximize the delivery of services and leveraged resources whose purpose was to maximize the organization's financial resources. Also, specify additional resources to be leveraged and any in-kind contributions the organization will provide to assist in the individual's program's success.
- Describe how you will financially support the costs of doing business until an invoice can be submitted and paid by BEA/OWO.
 - No advance payment will be made.
 - Indirect costs can only be charged to the contract if an approved indirect cost plan is included with the budget.
 - Bidders should note: BEA/OWO will pay on a cost-reimbursable basis for all Adult Services costs, which include staff salary/benefits/travel, rent, utilities, telephone, internet, janitorial services, supplies, equipment, maintenance, and direct WIOA individual costs such as training and supportive service costs.
 - The contractor will be required to submit an invoice accompanied by the appropriate documentation to receive reimbursement for costs. Cash advances will not be available to the contractor. Reimbursements shall be made based on allowable costs incurred. This may include copies of paid invoices, check registers, payroll and benefit records, and similar documents.
- Provide a brief description of the internal controls of the organization.

The budget narrative must also offer sufficient details to allow an assessment of cost effectiveness for the costs identified in the Budget Worksheet.

Personnel

- Provide the title and duties of each position to be compensated under this project and the importance of each position to the success of the project.
- Provide the salary for each position under this project.
- Provide the amount of time (such as hours or percentage of time) to be spent by each position on this project.
- Provide the basis for cost estimates or computations.
- How many direct services staff are included in your budget? (FTEs)
- How many non-direct service staff or administrative are included in your budget? (FTEs)

Fringe Benefits

- Give the fringe benefit percentages of all personnel included under Personnel.
- Provide the rate and base on which fringe benefits are calculated.
- Do not include fringe benefits for salaries and wages that are treated as part of the indirect cost.

Supplies

- Supplies purchased with grant funds should directly benefit the project and be necessary for achieving project goals.
- Direct supplies and materials differ from equipment in that they are consumable, expendable, and of a relatively low unit cost. Provide an estimate of supplies by nature of expense or general category (e.g., instructional materials, office supplies, etc.).
- Explain anticipated need for supplies and how they relate to project success.
- Provide the basis for cost estimates or computations.

Travel (In-State)

- Explain the purpose of travel, explain how it aligns to the project goals and objectives, and identify who will travel.
- Provide specifics on how travel expenses are calculated.
- Provide information on allowed mileage reimbursement costs.
- Mileage reimbursement may not exceed the federal rate, which can be found at GSA.gov.
- Travel for consultants should be included under Contractual (line 6).
- Out of state travel is restricted and requires prior approval from by BEA/OWO (most training opportunities are now available on-line).

Facility Costs (not included in indirect costs)

- For facility cost, include estimated total square feet available and cost per square foot.

Communications

- Provide specifics on communications expenses.

Equipment

- In general, equipment costs are not allowed for this program.
- The State considers all purchases of \$250 or more to be treated as equipment that must be maintained on inventory and remain property of the program/state. Such purchases require prior approval from BEA/OWO.
- The provider shall return all equipment/furniture purchased with federal funds to BEA upon the termination of contract.

Staff Training

- Provide the organizations plan for professional development of staff associated with this grant. Professional development of staff is a vital component to successful grant management and is encouraged by BEA/OWO.
- Include the organizations plans to train staff on all elements associated with successful case management as well as data entry into the case management system.

Contractual

- Please note that this RFP does not include a provision for sub-contracts. However, if the Bidder is proposing a service design that includes contractual agreements the following information must be provided. Describe the products to be acquired, and/or the professional services to be provided.
- Provide the purpose of the product(s) and/or services and their relation to project success.
- Provide the projected cost per contractor and basis for cost estimates.
- For professional services contracts, provide the amount of time to be devoted to the project, including the proposed costs to the grant award.

Other

- Provide the purpose for the expenditures and their relation to the proposed strategy during the project period.
- Costs associated with professional development, if applicable.

Total Direct Costs

- The sum total of all direct expenditures, per budget category.

Indirect Costs

- Describe your indirect costs rate – include the percentage and what is included in your base cost for determining your indirect cost rate. If the Bidder does not have an approved indirect cost rate, they must use the 10% De Minimis rate.

Administration Costs

- Administration costs are limited to 10% of the contract award.
- Indirect costs are included in the administration costs.
- In general, most cost associated with this program will fall into the direct and indirect costs category.
- Please see WIOA guidance on the [administrative cost](#) definition for WIOA.

Note: The budget narrative must describe how funds are allocated to minimize administrative costs and support direct services to individuals. The narrative should also describe the indirect costs that are proposed, indicate what costs are included, and explain how these indirect program costs were determined. Any indirect costs budgeted must be supported by an indirect cost rate agreement with a Federal or State cognizant agency, a copy of which must be attached to the budget request.

Training Expenses

- Individual Training Accounts (ITA)-Estimated funds for ITAs. Include number of people to train and the estimated cost per person. ITA costs include tuition costs, books, fees, and training related costs that are included in the ITA package. Do not include estimated support service costs. Support service costs are tracked separately.
- On-the-Job Training (OJT) Contracts – estimated cost for OJTs based on the number of people enrolled in an OJT and the estimated cost per individual.

- For both the ITA and OJT costs estimates assume a cap of \$6,500 per person.

Support Services

- Describe how funding will be used for support services and how costs were calculated.
- Explain in detail if funds exceed the assumed limit of 10-12% of program costs.
- Support Services assume a cap of \$1,500 per person.

Total Costs

- Sum total of direct costs, indirect costs, and training costs.
- Please provide total costs for the year.

Part II: Budget Worksheet

Bidders are required to submit a budget worksheet using Appendix C. All costs included must be reasonable, allowable, necessary, and allocable among the cost categories using cost principles from 2 CFR 200 and 2 CFR 2900, as appropriate.

The budget narrative provided must offer sufficient details to allow an assessment of cost effectiveness.

In addition, please use Appendix D for the job description of WIOA funded staff included in the personal costs on the budget worksheet.

D. Rights of BEA/OWO in Accepting and Evaluating Proposals

BEA/OWO reserves the right to:

- Make independent investigations in evaluating Proposals
- Request additional information to clarify elements of a Proposal
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State
- Omit any planned evaluation step if, in BEA/OWO's view, the step is not needed
- At its sole discretion, reject any and all Proposals at any time, and
- Open contract discussions with the second highest scoring Bidder and so on, if BEA/OWO is unable to reach an agreement on Contract terms with the higher scoring Bidder(s).

SECTION 7 – Terms and Conditions Related to the RFP Process

A. RFP Addendum

BEA/OWO reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, BEA/OWO, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. Non-Collusion

The Bidder's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Bidders and without effort to preclude BEA/OWO from obtaining the best possible competitive Proposal.

C. Property of BEA/OWO

All material received in response to this RFP shall become the property of the State and will not be returned to the Bidder. Upon contract award, the State reserves the right to use any information presented in any Proposal.

Additionally, the funds authorized via this RFP are 100% Federal funds. Therefore, upon contract award, the Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following language must be placed on all products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

D. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any contract resulting from this RFP. A Bidder’s disclosure or distribution of Proposals other than to BEA/OWO will be grounds for disqualification.

E. Public Disclosure

Pursuant to RSA 21-G:37, all information shall remain confidential until the grant contract is approved by the Governor and Executive Council, or, if the grant contract does not require approval from the Governor and Executive Council, until the effective date of the grant contract signed by BEA/OWO.

The content of each Bidder’s Proposal shall become public information upon the award of any resulting contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to BEA/OWO, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as “CONFIDENTIAL”. A designation by the Bidder of information it believes exempt does not

have the effect of making such information exempt. BEA/OWO will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g., pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Bidder pricing will be subject to disclosure upon approval of the contract. BEA/OWO will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to BEA/OWO to view portions of a Proposal that the Bidder has properly and clearly marked confidential, BEA/OWO will notify the Bidder of the request and of the date BEA/OWO plans to release the records. By submitting a Proposal, Bidders agree that unless the Bidder obtains a court order, at its sole expense, enjoining the release of the requested information, BEA/OWO may release the requested information on the date specified in BEA/OWO's notice without any liability to the Bidders.

F. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit BEA/OWO to award a contract. BEA/OWO reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

G. Proposal Preparation Cost

By submitting a Proposal, a Bidder agrees that in no event shall BEA/OWO be either responsible for or held liable for any costs incurred by a Bidder in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting contract.

H. Ethical Requirements

From the time this RFP is published until a contract is awarded, no Bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such Bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A Bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

I. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of BEA/OWO at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Bidder is deemed to have waived any challenges to BEA/OWO's authority to conduct this procurement and the form and procedures of this RFP.

1. Debriefing of Unsuccessful Bidders

Unsuccessful Bidders may request a debriefing conference. **A written request for a debriefing conference must be emailed to Joseph Doiron at Joseph.A.Doiron@livefree.nh.gov within three (3) business days after the Notification of Unsuccessful Proposal letter is e-mailed to the Bidder.** OWO will acknowledge receipt of debriefing request within three (3) business days.

Discussion will be limited to a critique of the requesting Bidder's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person, on the telephone or virtually and will be scheduled for a maximum of one hour.

Section 8 – Contract Terms and Award

A. Non-Exclusive Contract

Any resulting contract from this RFP will be a non-exclusive contract. The State reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

B. Award

If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding and availability of Federal funds for the contract.

C. Standard Contract Terms

BEA/OWO will require the successful Bidder to execute a grant agreement using the Standard Terms and Conditions of the State of New Hampshire which is attached as Attachment A.

To the extent that a Bidder believes that exceptions to the standard form contract will be necessary for the Bidder to enter into the Agreement, the Bidder should note those issues during the Bidder Inquiry Period. BEA/OWO will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If BEA/OWO accepts a Bidder's exception BEA/OWO will, at the conclusion of the inquiry period, provide notice to all potential Bidders of the exceptions which have been accepted and indicate that exception is available to all potential Bidders. Any exceptions to the standard form contract that are not raised during the Bidder inquiry period are waived. In no event is a Bidder to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

Section 9 - Disclaimers and General Provisions

The following are disclaimers and general provisions under BEA and/or the SWIB. The Bidder shall review each statement below to ensure capacity for compliance before submitting a proposal for consideration. Items listed below may be repetitive of provisions cited earlier in this RFP.

- This RFP does not commit BEA to award a sub-recipient contract. If a sub-recipient is not chosen, a new RFP will be issued.
- Funding provided through this RFP process does not allow for any expenses related to preparing a proposal under Senior Community Service Employment Program.
- BEA reserves the right to waive informalities and minor irregularities in offers received.
- The SWIB reserves the right to re-release this RFP in the absence of qualified proposals, and/or due to funding restrictions, reallocations, or any other funding/program-related issues at the state or federal level.

- The selected Bidder(s) shall not subcontract in whole or in part any responsibilities or duties assigned in the contractual agreement between the Bidder and BEA without the prior written approval from BEA.
- All data, material, and documentation originated and prepared by the Bidder pursuant to the RFP shall belong exclusively to the BEA and be subjected to disclosure under the Freedom of Information Act.
- Formal notification to award a subrecipient contract and the actual execution of a contract are subject to the results of negotiations between the selected Bidder(s) and BEA and continued availability of WIOA funds.
- Any changes to the WIOA regulations and guidance, funding level or SWIB direction may result in a change in the sub-recipient contract. In such instances, BEA is not liable for what is in the Bidder's proposal or this RFP package.
- Proposals submitted for funding consideration must be consistent with, and if funded, operated according to, the federal WIOA legislation, all applicable federal regulations, State of New Hampshire policies and laws, and BEA policies and procedures.
- The Bidder selected for funding must also ensure compliance with the provisions referenced in 2 CFR 200.327 which are described in Appendix II to Part 200 and applicable sections of 20 CFR and 29 CFR.
- Post RFP, additional funds received by the BEA may be included in a contract with the selected Bidder to expand existing programs; or by consideration of proposals not initially funded under this RFP, if such proposals rated in the competitive range. These decisions shall be at the discretion of the BEA.
- BEA may decide not to fund part or all of a proposal even though it is in the competitive range.
- Any award may be contingent on the results of a pre-award site visit conducted by BEA. This site visit will establish, to BEA's satisfaction, whether the Bidder is capable of conducting and carrying out the provisions of the RFP. If the results of the site visit indicate, in the opinion of BEA, that the Bidder may not be able to fulfill service delivery expectations, BEA reserves the right not to enter into contract with the Bidder.
- BEA is required to abide by all Workforce Innovation and Opportunity Act legislation and regulations. Therefore, the BEA reserves the right to modify or alter the requirements and standards set forth in this RFP based on program requirements mandated by state or federal agencies.
- The Bidder shall adhere to BEA procedures to collect and verify data and submit required reports as well as monthly invoices to BEA.
- All Bidders must ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any Workforce Innovation and Opportunity Act funded program or activity because of race, color, religion, gender, national origin, age, disability, sexual preference, English proficiency, or political affiliation or belief.
- All Bidders must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
- Bidders must accept liability for all aspects of any Workforce Innovation and Opportunity Act Program conducted under contract with BEA. Bidders will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.
- The funding awarded in a contract resulting from this solicitation are subject to a reduction at any time during the contracting period should a Bidder fail to meet expenditure, individual, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from federal or state governments.
- The Bidder(s) awarded a contract (in response to this RFP), will allow state and federal representatives access to all related records and financial statements, program records, program materials, staff, and customers.

- The Bidder(s) awarded a contract (in response to this RFP), is required to maintain all Program records for three years, beginning on the last day of the program year. (2 CFR 200.333-337).
- The RFP period will not be final until BEA and the successful Bidder(s) have executed a mutually satisfactory contractual agreement. BEA reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to final BEA approval of the award and execution of a contractual agreement between the successful Bidder(s) and BEA.
- BEA reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.
- BEA reserves the right to determine both the number of individuals to enroll and the funding level for the final contract. Such determination will depend upon overall fund availability and other factors arising during the proposal review process.
- Registration with the New Hampshire Secretary of State as a Vendor is required. Bidders must provide a current copy of such certification or a copy of the submitted application for certification. The Bidder may contact the NH Secretary of State at 603-271-3262 or 3266 for information on vendor registration.

APPENDIX B – Contractor Data Sheet

CONTRACTOR DATA SHEET

Page 1 of 3

(To be completed by Bidder)

1. Years in business: Indicate the length of time you have been in business providing this type of service:
_____ years _____ months

2. References: Indicate below at least three (3) accounts for whom you have provided similar types of services for. Include the date services were furnished, and contacts.

Client	City / State	Dates of Service	Contact Name / Phone / E-mail

3. Are you a subsidiary firm? ____ yes ____ no

If yes, list the location of your parent affiliation:

Address: _____

City: _____ State _____

4. List total number of employees:

_____ Full-time _____ Part-time/other

Authorized Signature(s)

This form must be completed and signed by an officer of the company.

Name of Firm: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____

Date of incorporation: _____

If not a corporation, state the type of business organization, names and addresses of the owners, address and phone of the principal place of business, date business began, and state in which organized.

I certify the accuracy of this information.

Signature: _____

Name and title (print or type): _____

Date: _____

APPENDIX C – Budget Worksheet

Name of Organization:

Prepared by:

	Administration	Program	Total Costs
PERSONNEL EXPENSES	\$		
Salaries & Wages	\$		
Fringe Benefits	\$		
PROGRAM OPERATING EXPENSES	\$		
Supplies	\$		
Staff Travel	\$		
Facilities (direct charges for Rent & Utilities, Maintenance & Janitorial)	\$		
Communications (phones, etc.)	\$		
Equipment Rental & Maintenance	\$		
Equipment Purchase (add approval requirement information)	\$		
Staff Training	\$		
Contractual	\$		
Other	\$		
INDIRECT COSTS (% =)	\$		
INDIVIDUAL EXPENSES	\$		
Individual Training Accounts (ITA)	\$		
On the Job Training (OJT)	\$		
Support Services			

Basic Skills Non-ITA Training			
TOTAL	\$		

APPENDIX D – Staff Job Descriptions

Using this format, complete a separate Job Description for **each Position/Job Classification** that will provide WIOA services under the terms of this agreement, whether funded in full or in part, with WIOA funds.

Please identify the following:

1. Job Title

2. Describe actual job duties or tasks performed in relation to the WIOA program and job title (or attach job description and then *continue to answer questions below*).

3. Minimum education, experience, and qualifications of the person to perform the above job duties.

4. What is the anticipated amount of time this staff person will provide WIOA funded services?
 - a. _ hours per day
 - b. _ hours per week
 - c. _ office location(s)

5. What is the anticipated amount of time this staff person will provide WIOA funded services?
WIOA _____ Other _____

6. Name of Immediate Supervisor: (If position needs to be filled, indicate this.)

7. Share information on any staff assigned to this position that is going to work in other sections/departments of BEA/OWO. Please describe.

APPENDIX E – Assurances & Certifications

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related Subrecipient(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for restricting competition. However, I/we may freely join with other persons or organizations for presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by BEA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of BEA whose duties relate (or did relate) to this proposal or prospective subaward, and who was assisting in other than his or her official, public capacity.
6. I/we understand that BEA will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of BEA, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal for restricting competition.
10. I/we grant BEA the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.
11. I/we accept and will abide by State of New Hampshire's Code of Conduct and Conflict of Interest Policy

Signature of Bidder	Title	Date
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APPENDIX F – WIOA Assurances & Certifications

As an organization requesting WIOA funding, we assure and certify that our organization will comply with the following provisions:

- 1) Exclusive use of the statewide/regional brand name for the NH Works development system in lieu of traditional workforce development language and organizational names in the marketing and delivery of services and programs; furthermore, will ensure to credit the SWIB and BEA for funding on all marketing and other collateral.
- 2) Consistently identify individual programs and activities in user-friendly terms.
- 3) Designate appropriate job titles for staff who work with WIOA customers and detailed job descriptions will be available for each job title. These job titles will consistently be used with external customers.
- 4) Maintain customer files according to NH Works policies and guidance and adhere to data validation expectations.
- 5) Fully comply with the requirements of the WIOA; all Federal regulations issued pursuant to the Act; the NH WIOA State Plan and policies issued by the SWIB.
- 6) Administer the program in full compliance with safeguards against fraud and abuse as set forth in the law and regulations.
- 7) Ensure that the program does not discriminate against, deny benefits or employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, sexual orientation, or political affiliation, or any other non-relevant factor.
- 8) Hire all WIOA service-provider staff at the NH Works Job Center to the greatest extent possible and will accept all associated workforce roles and responsibilities.
- 9) Operate the program in full compliance with health and safety standards established under State and Federal law and that condition of employment and training will be appropriate and reasonable in light of such factors as the type of work, geographical area, and proficiency of the customers.
- 10) Refer ineligible applicants to other appropriate services, including career services available at the NH Works Job Centers.
- 11) Exhaust other resources for support and/training prior to using WIOA funds.
- 12) Ensure that all WIOA customers participating in on-the-job training activities or individuals employed in other activities under WIOA be compensated at the same rates, including periodic increases and working conditions, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. Moreover, that such rate shall be accordance with applicable law. In no event shall the wage be less than the applicable state or local minimum wage law.
- 13) Ensure that no customer is employed to fill a job opening when any other person is on layoff from same or equivalent job, or when employer terminates the employment of any regular employee or otherwise reduces its workforce with the intention of filling vacancies with WIOA customers.
- 14) Ensure no WIOA funds will be used for contributions on behalf of any customers to retirement systems or plans; to impair existing Subrecipients for services for collective bargaining agreements; to assist, promote, or deter union activities; or to displace any currently employed worker.
- 15) Ensure reports to the BEA or its staff will be provided in a timely fashion, as requested.
- 16) Ensure all customer information will be keyed into the client management information system, JMS/GSI, in accordance with state and local policy, both in terms of content and timeframe expectations.
- 17) Ensure eligibility verification will be completed and documented in accordance with Federal, State, and local policy.
- 18) Ensure WIOA funds are not used for customer loans.
- 19) Ensure the total project costs will not exceed the amount awarded in the subrecipient contract for services.
- 20) Ensure coordination of training site visits by BEA staff and federal staff on request and will fully cooperate with monitoring reviews and other site visits by any representative of the WIOA.
- 21) Ensure will, in carrying out the contract, refrain from activities involving either actual or the appearance of conflict of interest according to Code of Conduct and Conflict of Interest.

- 22) Ensure will adhere to the BEA records retention policy and all WIOA financial and programmatic records (including customer files) stored by each service-provider for a minimum of three years from the date the program year audit is completed.
- 23) Ensure an annual single audit performed in accordance with current Federal regulations and that upon receipt of completed audit, sub-recipient will submit a copy to the BEA within thirty days (30) unless approved for a longer period.
- 24) Ensure will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352).
- 25) Ensure will comply with the nepotism provisions as they relate to federally funded programs.
- 26) Ensure will comply with the Immigration Reform and Control Act of 1986 by completing and maintaining on file an I-9 form for each customer receiving WIOA wages.
- 27) Ensure will comply with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, (PL 91-646) which requires fair and equitable treatment of persons displaced as a result of federally assisted programs.
- 28) Confirm that the organization is not debarred, suspended, proposed for debarment, or declared ineligible from participation in this project.
- 29) Ensure does not use federal funds for lobbying purposes. If lobbying has occurred utilizing funds other than federal funds, the subrecipient agrees to file a disclosure report, if applicable.
- 30) That no WIOA funding will be used for sectarian activities and that employees paid from WIOA funds will not participate in sectarian religious activities in the execution of their job duties.
- 31) That no WIOA funds will be used to encourage or induce the relocation of a business.
- 32) That no WIOA funds will be used for customized or skill training and related activities after the relocation of a business until after 120 days.
- 33) That no WIOA funds will be used for foreign travel.
- 34) That no WIOA funds will be used to duplicate services available in the area.
- 35) Ensure that customers will not be charged fees for placements or referrals.
- 36) Ensure WIOA financial assistance is not provided to any program that involves political activities and the subrecipient agrees to comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees and enrollees in Federally funded programs.
- 37) That all WIOA customers and WIOA funded staff are aware of grievance procedures and the subrecipient assures and certifies that the subrecipient has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from customers/enrollees, subrecipients and other interested parties.
- 38) The subrecipient will comply with New Hampshire statues, which prohibits public officials and employees from having a personal interest in any Subrecipient to which s/he is also a party in an official capacity.
- 39) The sub-recipient assures and certifies that it will comply with applicable provisions of the following laws as they relate to employment and training procedures: The Drug Free Workplace Act, the Immigration Reform Act, the Davis-Bacon Act, and Child Labor Laws.

For more information on WIOA assurances visit <http://www.doleta.gov/WIOA>.

I/we certify I/we read, understand and addressed in our proposal submitted on behalf of our organization all specifications contained in the RFP. That the required format has been followed and that all of the information contained in this proposal is true and correct. I further certify that our organization will comply with all of the above assurances, and that the governing body of our organization has duly authorized this proposal.

Signature of Authorized Representative

Date

APPENDIX G – Conflict of Interest Form

By submitting a proposal, the authorized signatory authority of the bidding entity certifies to his/her knowledge and belief that there is no conflict of interest (real or apparent) inherent in the bid or in delivering the scope of work if BEA/OWO awards a contract. A conflict of interest would arise if any individual involved in the preparation of this proposal and delivery of services has a financial or other interest or would be likely to gain financially or personally from the award of a contract. The same would hold true for any member of the individual's family, partner, or an organization employing or about to employ any of the above as a direct result of the successful award of a contract under the RFP. BEA/OWO reserves the right to disqualify a bidding entity should a conflict of interest be discovered during the solicitation process.

The Bidder further certifies that the organization will maintain a written code of standards or conduct governing the administration of WIOA funds. Any organization that has been selected, or otherwise designated to perform more than one function related to any WIOA program (Titles I, II, III, IV or V) and/or similar federally funded workforce program must develop a written plan. The plan must clarify how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and conflict of interest policy. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, certify that WIOA funded staff will not be assigned to work outside of WIOA deliverables as defined under contract, and demonstrate that there are appropriate firewalls within that single entity performing multiple functions.

Signatory Authority Name

Signature

Date

APPENDIX H – Roles & Responsibilities of the Title I Adult Provider

The Workforce Innovation and Opportunity Act (WIOA) Adult Program provides workforce investment activities that increase employment, retention, earnings, and occupational skill attainment of individuals. As a result, the program improves the quality of the workforce, reduces public assistance dependency, and enhances the productivity and competitiveness of the economy.

The WIOA Adult Program is designed to help individuals who are low income, recipients of public assistance, basic skills deficient and/or have other barriers in finding and maintaining sustainable jobs in high demand industries. The WIOA Adult program helps individuals with career and occupation searches, overcoming barriers to employment, and benefit from trainings that help them enter the workforce, including through basic or individualized career services.

The Adult Program provides career (basic and individualized) services and training services.

Basic Career Services

- Initial assessment of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes and abilities (including skills gaps).
- Supportive service needs assessment.
- Staff-assisted job search assistance.
- Placement assistance (includes job matching, job referrals, and job development).
- Career counseling, including staff-assisted career guidance and provision of information on in-demand industry sectors and occupations, on nontraditional employment, and from career profiles and interest inventories.
- Assistance in establishing eligibility for programs of financial aid.

Individualized Career Services

- Comprehensive and specialized assessments of the skill levels and service needs of individuals which may include:
 - Diagnostic testing and use of other assessment tools
 - In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
- Development of an Individual Employment Plan (IEP) to identify all the following:
 - Employment goals
 - Appropriate achievement objectives
 - Appropriate combination of services for the individual to achieve the employment goals, including providing information on eligible training providers and career pathways to attain career objectives.
- Individual counseling
- Career counseling and planning
- Short-term prevocational services to prepare individuals for unsubsidized employment or training, which include:
 - Development of learning skills
 - Communication skills
 - Interviewing skills
 - Punctuality
 - Personal maintenance skills
 - Professional conduct
- Internships and work experiences (including transitional jobs) that are linked to careers
- Workforce preparation activities
- Financial literacy services
- Out-of-area job search assistance and relocation assistance
- English language acquisition and integrated education and training programs
- Follow-up services

Training Services

- Occupational skills training, including training for nontraditional employment.
- Registered apprenticeship (which incorporates both on-the-job training (OJT) and classroom training).
- On-the-Job Training (OJT).
- Incumbent Worker Training (IWT).
- Transitional Jobs (TJ).
- Workplace training with related instruction, which may include cooperative education programs.
- Training programs operated by the private sector.
- Skill upgrading and retraining.
- Entrepreneurial training.
- Job readiness training provided in combination with other training services or transitional jobs.
- Adult education and literacy activities, including activities for English Language acquisition and integrated education and training programs, provided concurrently or in combination with other training services.
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

In addition, the bidder's role will be to provide the following:

A. Intake: An Orientation process must be provided to each potential eligible individual. Orientation must include information on the services that are available within the WIOA Title I Adult Program and the One-Stop Service Delivery system in the state. These services may include, but are not limited to:

- 1) Orientation/Introduction of the program purpose
- 2) All program services and resources available
- 3) Responsibilities of other service-providers
- 4) Program individual's responsibility
- 5) Information on follow-up services
- 6) Information on support services
- 7) Referral to other appropriate services

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

B. Assessments: Assessment is a process that identifies service needs. An objective assessment must be administered to all eligible individuals. The WIOA Adult Program design requires an objective assessment of academic levels, goals, interests, skills levels, abilities, aptitudes, and supportive service needs; it also measures barriers and strengths. Assessment results are used to develop the Individual Employment Plan (IEP).

C. Individual Employment Plan (IEP): The Individual Employment Plan is the plan that identifies the employment goals, educational objectives, and appropriate services for the individuals. Development and update as necessary of an IEP is required for each individual. An IEP must be directly linked to one or more of the indicators of performance and identifies a career pathway that includes education and employment goals. Goals and objectives must be specific, measurable, achievable, relevant, and timely and align to the interest and career pathway identified in the objective assessment.

D. Career Coaching: Case management should be a process that typically includes noninstructional activities such as navigation to and arrangements for academic, career or personal counseling, financial aid, childcare, housing, and other financial assistance that can be critical to the success and continued engagement of the individual in pursuing their career pathway component. Successful bidder must provide case management services to assist an individual in making informed choices and completing the

program. Support may be provided on an individual or group basis. Career Coaching principles and methods must be incorporated throughout the program design. A case manager must be assigned to follow the process of each individual from enrollment to program exit, including follow-up services.

Case management is the structure for delivering effective services that facilitate positive development of the individual and the achievement of their goals. Case management extends from recruitment/enrollment through follow-up services. The case manager supports and motivates individuals and coordinates services and information to prepare them for post-secondary education opportunities, academic and occupational training, or employment and training opportunities, as appropriate.

E. Supportive Services: The successful bidder must provide supportive services to eligible individuals that are necessary to enable the individual to participate in activities authorized under Title I of WIOA.

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

Performance Requirements

A. Performance Measures:

The minimum individual cost rate (MPCR) is a State identified performance accountability measure pursuant to WIOA, Section 116(b)(2)(B). The MPCR serves as a benchmark for individual expenditures to focus Federal resources more effectively on serving individuals, ultimately impacting performance and outcomes while emphasizing financial integrity of taxpayer dollars in partnership with our workforce system stakeholders.

B. Primary Indicators of Performance:

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

- 1) Employment Rate – Second Quarter After Exit
- 2) Employment Rate – Fourth Quarter After Exit
- 3) Median Earnings – Second Quarter After Exit
- 4) Credential Attainment
- 5) Measurable Skills Gains
- 6) Effectiveness in Serving Employers

BEA/OWO shall negotiate and reach agreement on state levels of performance based on the State adjusted levels of performance established under WIOA subsection (b)(3)(A). The contract that results from this RFP will require the contractor to follow and remain in good standing with BEA/OWO policies. Failure to remain in good standing may result in termination of the contract. All renewal(s) or extension(s) of the resulting contract will be subject to this standing as well as overall performance measures.

C. Key Indicators of Performance:

Key Performance Indicators (KPIs) provide a way of measuring the effectiveness of an organization in achieving its goals. KPIs are set by the State and may address, Federal, State or Local priorities. KPIs were developed to increase the impact of the public workforce system, primarily through increased enrollment.

Signatory Authority Name

Signature

Date