WORKFORCE INVESTMENT NETWORK (WIN)  
LOCAL WORKFORCE DEVELOPMENT AREA 13 (LWDA 13)  
Serving Memphis, Shelby County and Fayette County

REQUEST FOR PROPOSALS (RFP)  
FOR  
YOUTH YEAR-ROUND WORK EXPERIENCE PROGRAM  
(Activities for In-School and Out-of-School Youth,)

Funds Available Under Workforce Innovation and Opportunity Act of 2014

RFP Number: YE022118  
Proposals Due: March 23, 2018 by 4:00 PM CST

Submit Proposals to:  
Workforce Investment Network  
Attn: Contract Services Unit  
480 Beale Street  
Memphis, Tennessee 38103

For clarification of this solicitation, contact:  
Gwendolyn Johnson, Contracts Coordinator  
gwendolyn.johnson@workforceinvestmentnetwork.com

The City of Memphis, as administrative entity for the Consortium of Local Governments and Workforce Investment Network (WIN), LWDA 13, a proud partner of the American Job Center network, is an Equal Opportunity Employer. The Career Center System is an Employer/Equal Opportunity Program. Auxiliary aids and services are available upon request to individuals with disabilities. TTY: 1-800-848-0299
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Purpose

The City of Memphis, as administrative entity for the Consortium of Local Governments and Workforce Investment Network (WIN), LWDA 13, a proud partner of the American Job Center network, is pleased to issue a Request for Proposals (RFP) for Youth Year-Round Work Experience Program for In-School Youth (ISY) and Out-of-School Youth (OSY) for program years 2018 - 2020. The purpose of this RFP is to obtain competitive proposals to select the best qualified proposer or proposers to provide employment for eligible youth, ages 16-24, in Memphis, Shelby County and Fayette County.

Background

The Workforce Investment Network (WIN) focuses on a need for employment in Memphis, Shelby County and Fayette County. WIN strives to provide quality employment, training and supportive services to assist individuals with obtaining and maintaining self-sufficiency. The programs offered incorporate a combination of supportive services, education, training, and soft skills development in order to help youth, ages 16-24, transition to a sustainable unsubsidized full time job.

The issuance of this RFP and subsequent selection of proposals does not imply nor guarantee the availability of funds through any or all of these programs. Successful contractors may contract with WIN depending on the availability of funds. Payment for services will be based on a cost reimbursement model that is defined further in the RFP. Capacity building, advance funds, or startup cost will not be available.

Funding and Contracting

Employment activities will begin upon the execution of the contract(s). Contract(s) will be written for a term of two (2) years – PY June 01, 2018 through May 31, 2020, with a renewal option for up to two subsequent years. The City of Memphis and WIN (LWDA 13) reserve the right to contract with one or more contractors for services. The funding is available under the Workforce Innovation and Opportunity Act of 2014 (WIOA).

The total budget for the required services for the term indicated will not exceed $1,000,000. All funding for this RFP is contingent upon the availability of funds. Please note that it is recommended that the proposal’s cost does not exceed the budget allocated, and cost will be evaluated accordingly.

Minimum Contractor Requirements

- Have experience operating an agency that employs similar programming and are familiar with the WIOA regulations, as well as other federal and state laws regarding human resources, employment operations, and job placement.
- Have the ability to fulfill contract requirements including, but not limited to, the indemnification and insurance requirements. See Attachment D – Contract Insurance Requirements and the sample Services Agreement located on WIN’s website at: (www.workforceinvestmentnetwork.com) under the Resources tab (then click on RFPs, RFQs, & Procurement Info link).
- Have the ability to maintain adequate files and records and meet reporting requirements, as prescribed by WIN per the state.
- Have the administrative and fiscal capability to provide and manage the proposed services on a
cost-reimbursement basis, to ensure an adequate audit trail, to maintain audit ready files, and to monitor Respondent’s own files (internal audit function).

- Meet all requirements listed in this RFP.

1. **Introduction**

1.1 **Statement of Need**

Currently, there are more than 30,000 opportunity youth in Shelby County alone. An opportunity youth is an individual between the ages of 16-24 that has become disconnected from employment and educational opportunities due to barriers. Most barriers align with the Title I eligibility determination for youth under the Workforce Innovation and Opportunity Act.

### Youth Eligibility Chart

<table>
<thead>
<tr>
<th>ISY</th>
<th>OSY</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Attending school (as defined under state law)</td>
<td>☐ Not attending any school (as defined by state law)</td>
</tr>
<tr>
<td>☐ Not younger than age 16 or older than age 21</td>
<td>☐ Not younger than age 16 or older than age 24</td>
</tr>
<tr>
<td>☐ A low income individual</td>
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</tbody>
</table>

**Plus one more of the following criteria**

- ☐ Basic skills deficient
- ☐ An English language learner
- ☐ An offender
- ☐ Homeless/Runaway/Foster Child
- ☐ Pregnant or parenting
- ☐ An individual with a disability
- ☐ Requires additional assistance to complete an educational program or to secure or hold employment

**Plus one or more of the following criteria:**

- ☐ School dropout
- ☐ Deficient in Basic Literacy Skills
  - ☐ *(must also meet low income requirements)*
- ☐ English language learner
- ☐ Required to attend school but has not attended for at least the most recent complete school year’s calendar quarter
- ☐ Homeless/Runaway
- ☐ In foster care or aged out of foster care
- ☐ Pregnant or parenting
- ☐ Subject to the juvenile or adult system
- ☐ An individual with a disability
- ☐ Requires additional assistance to complete an educational program or to secure or hold employment
  - ☐ *(must also meet low income requirements)*
1.2 Eligibility Guidelines

The Work Experience Contractor (W.E.C.) shall only employ youth between the ages of 16 to 24 (with consideration of In-School Youth) that have been enrolled as Title I funded WIOA participants. All program participants have to be vetted through WIN youth services via contracted service providers. All potential youth employees must first meet eligibility requirements under WIOA regulations. All Youth Work Experience participants must be a United States citizen, or qualified alien, and resident within Workforce Investment Network area of Shelby or Fayette Counties. Contractors need to be familiar with eligibility requirements of the Workforce Innovation and Opportunities Act (WIOA), Child Labor Laws, Federal Spending Guidelines and other State and/or Federal Youth Program requirements. Any newly recruited youth participant interested in the work experience program must be enrolled with a youth service contractor prior to the rendering of any employment services.

1.3 Program Considerations

Youth will have multiple barriers to employment, including but not limited to, mental health/behavioral issues and criminal records which should be considered when developing worksites and hiring staff to work directly with youth. Work sites assigned to people with disabilities must comply with the Americans with Disabilities Act. Youth still enrolled in school may need accommodations to their schedule after returning to school, working after school hours or on weekends, as allowed by applicable labor laws.

1.4 Work Experience Timeline

Employment may not exceed 720 hours with a minimum of twenty (20) hours per week and a maximum of thirty (30) hours per week, per participant during the term of the contract. The W.E.C must provide a minimum of three (3) 12 week cohort sessions for each year of the contract. For youth summer employment, youth can work up to 30 hours per week or as allowed defined by safety and child labor laws (www.youthrules.dol.gov). If the W.E.C. submits a proposal to serve a substantial number of participants in less cohort sessions during the term of the contract, WIN reserves the right to evaluate the proposal as it deems beneficial to the program. WIN reserves the right to negotiate the number of paid work hours based upon the availability of funds. All work experience programs will be required to follow all applicable child labor laws and the Federal Department of Labor guidelines. The timeline of all cohort sessions must be included in the proposal.

2. Program Requirements

2.1 Onboarding

The hiring process shall be swift and succinct for all youth participants. Any excessive HR processing timeframes should be avoided. If any applicant’s hiring process is delayed, the W.E.C. must provide proof that the delay was at no fault of the W.E.C. The hiring process includes, but is not limited to, the following: Application, Screenings, Interviews, Orientation.

2.2 Reverse Referral
The only exception to recruiting outside of an active contractor is if the youth are reverse referred from the W.E.C. to the youth service providers. The Youth W.E.C. can recruit youth participants strictly according to the following conditions:

- All youth recruitment activities must be approved through the WIN Youth Services Staff
- All recruits must meet youth eligibility criteria. See Youth Eligibility Chart.

### 2.3 Recruitment and Selection: Youth

The W.E.C. is responsible for overseeing the entire recruitment and selection process. All youth employment participants shall be selected from an active youth service provider. An active youth service provider is an LWDA WIOA funded agency contracted to serve opportunity youth in Shelby and Fayette Counties. Please see Attachment E – WIN Contracted Youth Services Providers. The W.E.C. shall be responsible for:

1. Recruitment Screening and Skill Evaluation
2. Determining wages and expense reimbursement
3. New Employee Assignment, Hiring, Terminations
4. Handling employee and work site complaints and concerns
5. Submitting Work Experience Information to Youth Service Providers for Case Management purposes
6. All time keeping and record keeping
7. Paying and distributing pay checks

### 2.4 Occupational Demands and Wages

The Work Experience Program can develop individualized work sites that meet the skills and interests of the youth participants but most importantly shall reflect the most recent labor market industry demands. They may also provide project based group employment (work crews). Work site locations can include private sector work sites, private or public non-profits, or government entities. All youth participants must be paid $12/hour. WIN encourages respondents to develop High Demand Occupations for employment placements. However, WIN also encourages respondents to provide employment in the High Demand Occupations for wages exceeding $12/hour. Wages in excess of $12.00/hour will not be reimbursed by WIN, but providing leverage external funding will be included in evaluation of the proposal. The evaluation will include, but not limited to:

- Ability of the respondent to leverage external funding to offset the wages of participants
- Ability to provide work experience that leads to full time employment in high demand industries
- Ability to provide work experiences that provide private sector paid internships in profit and non-profit agencies
- Ability to provide training for youth that lead to employment related credential, academic credit, certificate or transferable labor skills

No stipends are allowed within the Work Experience Program. Work sites and job placements at private residences are strictly prohibited. Please refer to JOBS4TN.GOV for information on the High Demand Occupations. See link below:

https://www.jobs4tn.gov
The W.E.C. will be responsible for following minor wage agreements and posting requirements, obtaining I-9 forms, parental consent forms and work permits for minors when applicable.

Payroll, associated costs*, and employer functions** are the Work Experience Contractor’s sole responsibility. The W.E.C. may use a payroll service to provide payroll functions; however, the work experience program provider must retain responsibility as the employer of record. The W.E.C. must have adequate cash flow to cover payroll/program costs for up to 60 – 90 days and be the official employer of record for the youth participants.

*Associated costs for payroll administration includes, but is not limited to: Medicare, Social Security (or other retirement), Federal/State/Local/School income taxes, etc.
**Employer functions include, but are not limited to: minor wage agreements, obtaining I-9 forms, parental consent forms, and work permits, etc. for minors (unless a high school graduate) as applicable.

2.5 Work Experience Orientation

A work site orientation for employers must be facilitated at least 30 days prior to the start of youth employment. An orientation for youth employees must be facilitated at least 7 days prior to the start of youth employment. A list of individuals shall be made available to work sites at least 14 days prior to start date. The orientation for work site host should include but are not limited to the following: Payroll Schedule, Protocol for Emergencies, Rules, Guidelines and Expectations.

2.6 Recruitment and Selection: Work Sites

Work site development should consider the age appropriateness of the activities and should also encourage youth to help develop social skills needed to become successful employees. Employment opportunities should be meaningful and provide opportunities for youth to explore career options. Work sites should be established with employers who are committed to provide youth with the skills and supervision necessary to enhance job readiness. In addition, work sites should be flexible and properly informed regarding the youth’s needs and barriers, provide supervision and guidance, and ultimately give feedback that can be shared with youth service providers. The W.E.C. will be responsible to ensure youth are safe and supervised at all times at assigned work sites. Regardless of the type of employment activity, the W.E.C. must ensure that the work site provides adequate supervision in order to ensure timely submission of payroll requirements. The ratio of work site supervision of youth is especially important when 5 or more participants are assigned to one work site at the same time.

The W.E.C. is strongly encouraged to establish partnerships with local businesses. Work site agreements are required to be in place prior to youth starting employment (including obtaining cooperative agreements with existing bargaining agreements, if applicable). The Youth work experience program participants cannot displace or jeopardize the status of current employees. In addition, youth work experience participants shall not replace the work of employees who have experienced layoffs (see 20 CFR 667.270 for non-displacement requirements).

The W.E.C. is responsible for additional work site related-requirements to include, but are not limited to:

- Identifying and establishing projects or work sites for all eligible youth
- Developing, providing, and reviewing job descriptions of duties to be performed with each youth participant
2.7 Quality Assurance

a. Surveys

WIN Youth Services staff will periodically send out quality assurance surveys to the youth employees, youth service provider, work sites and any other relevant individuals to inform practice and improve outcomes. The W.E.C. will be required to report quarterly performance at scheduled monthly contractor meetings.

b. Case Management and Reporting

WIN Performance and Youth staff are required to maintain an electronic record of participants’ participation, activities, employment data and outcomes. All youth service providers are required to keep accurate and timely information to ensure that any reporting requirements are promptly met. This information will also be used to assess performance. The Respondent shall commit to assist WIN in complying with the VOS requirement by providing accurate and complete records to the WIN office in a timely manner and as requested for calculation of state-mandated performance measures. Awardee will be required to communicate with Youth Services Providers.

WIN Youth Employment Performance Goals Per Employment Cohort:

- 100% youth enrolled in a specific cohort complete youth employment orientation
- 100% youth enrolled in a specific cohort complete financial education training
- 95% of youth assigned to a worksite complete 2 weeks (60 hours of work)
- 90% of youth assigned to a worksite complete 4 weeks (120 hours of work)

c. Paperless Data Collection and Entry

Respondents agree to submit all required reports to remain in program compliance. The reporting includes regular monthly reports, extensive quarterly reports and case management reports for participants in the program.

The Monthly Case Management Reports are intended to keep WIN management and staff current on the status of the program. These reports must include the following components:
A current list of all active clients enrolled in the work experience program and activities on a monthly basis. If there are any staffing changes, WIN should be notified immediately.

Information related to participants with no positive activity, withdrawals, separations, or for each youth participant within 3 business days after the WIOA funded client is no longer active in the courses for which WIOA funding was issued. All Work Experience case notes should be entered on a bi-monthly basis.

Letter of Intent or MOU for work sites should be submitted before participants are placed. Developing work site agreements may be ongoing during the term of the contract, but the W.E.C. is required to submit Letters of Intent monthly to project the capacity to employ the proposed number of youth participants.

d. Record Keeping

The W.E.C. is required to maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Such records shall be subject at all reasonable times for inspection by WIN personnel.

2.8 Financial Literacy

Financial Literacy (services as described in WIOA §129(b) (2) (D) must be provided to all youth work experience employees. These services should focus on the knowledge and skills youth need to make effective and informed money management decisions. These services should include, but are not limited to the following:

- Basic Money Management
- Credit Basics
- Investing and Future
- Managing Checking and Saving Accounts

WIN encourages the unbanked or underbanked to establish an account at a mainstream financial institution.

2.9 Work Site Agreement

A work site agreement for each work site is required prior to participants performing work. The work site agreement must outline job duties, schedule of hours, responsibilities of the Program Provider (employer), work site location, and youth participant. Youth are required to be supervised at all times. The work site agreement shall identify who is responsible for daily supervision of youth while at the work site, ensure all applicable employment and wage regulations are followed and that work experience participants will not displace a regularly paid employee or replace employees who have been laid off.

The successful contractor will serve as the official employer of record of the youth participants. While a third party payroll agent, such as a temporary employment agency, may be used for payroll services, the program provider must remain the employer of record.
2.10 Reimbursement

Reimbursement is based upon expenditures for the program. Provider will be expected to have cash flow resources to sustain youth payroll and project operations for at least 60-90 days. The W.E.C. will be required to submit monthly reports of actual expenses and timekeeping records to verify hours worked. Workers Compensation paid to a participant after the program end date is not reimbursable. W.E.C will be required to provide evidence of the City of Memphis’ requirements for insurance (See Attachment D), as well as secure the persons and estates of eligible individuals against reasonable foreseeable torts which would cause injury or death. The successful contractor will be required to conduct appropriate background checks for individuals and staff working or volunteering with the youth program.

3. Statement of Finances

3.1 Statement of Finances

A. Finances

Describe how the organization is funded. Include funding source and the percent of the total budget from each funding source. Indicate what percent of the organization’s current budget is derived from WIOA funds or what percent of the total budget would be WIOA-funded if this proposal is funded. Indicate the total amount of funds requested (This represents the total funds requested for contractor expenses.) If the organization is a for profit agency, specify the proposed amount and percentage of profit to be derived if WIN funds the program.

Provide a narrative that addresses the major line items in the budget and provide justification for any equipment purchases being planned. Identify the total cost per participant enrolled. Identify in your narrative the amount of funds you will dedicate to incentive payments for participants and the amount and type of resources that will be dedicated to providing follow up services to the participants after they have been exited from the program.

B. Financial Management

Describe the financial management system to ensure that the program operates within an expenditure level that is consistent with the approved budget for maximum service delivery. Describe the accounting system that will be used to administer this program. Attach a copy of the organization’s most recent and complete audit or audited financial statement available, dated no more than two (2) years prior to the date the proposal is submitted. The financial statements shall be prepared by an independent, certified public accountant. (CFR 200.501 carves out an audit exemption for organizations that expend less than $750,000 a year. However, all financial records are subject to review by the WIN staff, the state and federal agency and the Government Accountability Office (GAO).) Adequate documentation could include a recent audit report, the entity’s Comprehensive Annual Financial Report (CAFR), and independent CPA review, tax records or another
recognized review of accounting process and procedures.

Note that the only allowable costs are those necessary for the implementation of the proposed program, and no other organizational activities.

Contractors shall invoice WIN on a monthly basis, per the approved line item budget. Forms for all fiscal management will be supplied to the successful Contractor(s). WIN will provide both fiscal and program technical assistance to the successful Contractor.

C. Budget Narrative

The Budget Narrative must be typed and placed in the proposal in front of the budget pages. The Budget Narrative should fully cover all costs that are necessary to directly operate the proposed program. The Budget Narrative must describe how the program’s budget supports the stated objectives and activities in the program.

Describe and list any unusual equipment that is essential to the program; indicate whether it belongs to the organization, the State (previously purchased with JTPA, WIA, or WIOA funds), or will be purchased if the proposal is funded. If any additional equipment is to be purchased or leased, please indicate this in the proposal. Include a detailed justification of the intended purchase, and why its purchase is essential to the program’s operation.

The Budget Narrative should fully describe the cost allocation methods used. The Narrative must describe how funds are allocated to minimize administrative costs and support direct services to participants. 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. 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. In addition, specify additional resources to be leveraged and any in-kind contributions the organization will provide to assist in the program’s success.

D. Budget

Attach the Budget Summary indicating all operating expenses in the listed categories. Each budget category requires additional line item detail that addresses the method of calculation and justification for the expense. Therefore, the Respondent shall develop and include a line-item budget to meet the intent and requirements of the program, to ensure the successful implementation of the program, and to show that the program is cost-effective. The Respondent should prepare a realistic and prudent budget avoiding unnecessary or unusual expenditures that would detract from the accomplishment of the objectives and activities of the program. Approved budget items can be found in Office of Management and Budget’s Uniform Guidance Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Link - http://www.ecfr.gov/cgi-bin/text-
Where the Respondent does not budget for an item, the Respondent assumes responsibility for the cost of that item. The budget must include any program costs, administrative costs, and participant costs.

Program costs are defined as necessary expenditures exclusive of personnel salaries, benefits and participant costs. Such expenses may include specific items directly charged to the program. The expenses must be program-related (e.g., to further the program objectives as defined in the contract award) and be encumbered during the contract period. Some examples of program costs are travel, office supplies, training materials, facility rental, printing, postage, and other consumable items.

Administrative costs are defined as costs of operations related, required and incurred for official business in coordination of those functions under WIOA. Some examples include accounting, financial, and payroll. Administrative costs are capped at ten percent (10%) of the total budget.

Participant costs are defined as costs of items that are spent directly on individual participants and are tracked by individual enrollment. Possible costs include participant supportive services (e.g., transportation), participant wages, participant supplies, and fees incurred to achieve participant goals, objectives and activities.

Answer the following questions and review the budget prior to completing:

- Are all costs allowable in accordance with the standards outlined in federal circulars and regulations and are expenses budgeted under the correct line item.
- Are all costs related to the WIOA activity described in the proposal narrative?
- Are all costs reasonable expenditures necessary to operate the WIOA activity described in the proposal narrative? Unreasonable budget requests or line items will reduce overall budget score.
- Check mathematical calculations for all parts of the Budget Summary. Round each item total on each breakout sheet up to the next highest dollar, not the nearest dollar (e.g., $237.22 should be rounded to $238.00).

The budget request should be allowable, necessary, reasonable, cost effective, reflect program planning, and be designed to provide efficient and economical program services.
## Workforce Investment Network

### Youth Year-Round Work Experience

**WIOA Budget Summary Sheet**

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<td>Street Address/ P.O. Box:</td>
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<td>City, State, and Zip Code:</td>
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<td>Telephone Number:</td>
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<td>Contact Person:</td>
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<tr>
<td><strong>Program Cost</strong></td>
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<tr>
<td>515 Instructor Cost</td>
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<td>525 Instructor Benefits</td>
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<td>545 Travel</td>
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<td>555 Utilities/Communication</td>
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<td>565 Materials and Supplies</td>
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<td>575 Rent Expense</td>
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<td>595 Other (detailed breakdown of other category required)</td>
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<tr>
<td>601 Non-Instructor Cost</td>
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<td>621 Non-Instructor Benefits</td>
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<td>651 Participant Stipends / Wages</td>
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<td><strong>Supportive Services</strong></td>
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<td>585 Child Care</td>
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<td>585 Participant Travel</td>
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<td>630 Counseling</td>
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<td>595 Other (detailed breakdown of other category required)</td>
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**TOTAL COMPREHENSIVE YOUTH SERVICES** $10.00

\[
\text{% of Total Budget} \quad ______
\]
Workforce Investment Network
Youth Year-Round Work Experience

Breakdown of "Other" Category

Please note: Cost included in your budget as "other" must be necessary and allowable as deemed by the OMB Circular A-87. Unallowable cost will not be reimbursed.

Name of Contractor: __________________________________________________________

Street Address/ P.O. Box: _______________________________________________________

City, State, and Zip Code: ______________________________________________________

Telephone Number: __________________________________________________________

Fax Number: __________________________________________________________________

Contact Person: __________________________________________________________________

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<tr>
<th>COST CATEGORY: OTHER</th>
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<tr>
<td>TOTAL OTHER</td>
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**Definition of Cost Categories**

**Instructor Cost**
Payments of salaries and wages for time worked or leave taken during the contract period for employees that render instruction to participants.

**Instructor Benefits**
Payments for employees FICA, retirement, group insurance, unemployment compensation and workers compensation that render instruction to participants.

**Travel**
Cost of transportation by employees who are in travel status on official business incidents to the contract.

**Utilities/Communication**
Cost of utilities such as electricity, water, sewage and heating fuel. Communication costs incurred for telephone calls or service, telegraph, postage and messenger services.

**Materials/Supplies**
All supplies, materials, software and minor equipment which, when applied to the use for which procured, are consumed or which have a useful life expectancy of less than three (3) years or are of small value and are subject to loss.

**Rent Expense**
Rental cost of space occupied to fulfill services rendered.

**Child Care**
A supportive service for participants who need child care while they are enrolled in contract activity.

**Other**
Cost that is necessary and allowable under the Uniform Guidance Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards cannot be added to the given categories. A detailed breakdown of “other” cost is required.

**Non Instructor Cost**
Payments of salaries and wages for time worked or leave taken during the contract period for employees that do not render instruction to participants.

**Non Instructor Benefits**
Payments for employees FICA, retirement, group insurance, unemployment compensation and workers compensation that do not render instruction to participants.

**Counseling**
Supportive service deemed necessary to assist participants in overcoming personal or environmental barriers, which hinder their movement into unsubsidized employment such as drug and alcohol abuse counseling and referral, individual and family counseling, financial counseling and other related needs.

**Participant Stipend / Wage**
Payments of stipends and wages for time worked during the contract period by participants.

**Participant Travel**
Cost of transportation to and from contractor sponsored services.
4. **Who Can Apply**

Non-profit corporations and organizations, for-profit corporations, community-based organizations, educational institutions, government institutions, trade associations or unions, apprenticeship and pre-apprenticeship organizations may apply. For profit companies, WIN reserves the right to negotiate any profit deemed excessive by the fiscal agent. Organizations with existing Federal Tax ID may serve as a responsible fiscal and administrative agent for an unincorporated entity. If an administrative or fiscal agent is used, the arrangement must be clearly indicated in the proposal and the proposal must include a letter signed by a responsible, authorized board member of the agent organization acknowledging the arrangement.

WIN encourages creative and innovative proposals from entities new to and already engaged with the public workforce system, including employers, training providers, community based organizations, trade associations, apprenticeship programs, and unions.

After acceptance of a contract award, the awardee(s) will have twenty (20) calendar days to provide the original signed contract and documentation evidence of the required insurance. If the required documents for a contract are not submitted within the required time period, funds may be de-obligated and awarded to another RFP respondent(s).

5. **How to Apply/Proposal Submission**

5.1 **Proposal Due Date**

Proposals must be submitted by **4:00 PM CST on March 23, 2018:**

Workforce Investment Network
Attn: Contract Services Unit
480 Beale Street
Memphis, Tennessee 38103

Respondent must submit one (1) bound original, one (1) USB drive, and seven (7) copies of the proposal. The package containing the original, USB drive, and copies must be sealed and marked with the **Respondent’s name and Youth Year-Round Work Experience Program, RFP #YE022118.**

All proposals must be signed by an authorized representative of your organization and be submitted in the manner set forth in this RFP. Timely submission of proposals is the sole responsibility of the respondent. Proposals will be accepted via U.S. mail, overnight delivery, or in person. Postmarks will **not** be accepted in lieu of receipt date. Facsimile or electronically transmitted proposals will **not** be accepted. Late, incomplete or nonconforming proposals will **not** be considered.

5.2 **Proposal Content:**

1. **Cover Sheet –See Attachment A - Complete all requested information on the form, including, but not limited to:**
   a. Name of organization
   b. Primary contact name, address, phone number and email address
c. Proposed program budget

d. Proposed number of participants to serve and the target populations

(2) Organizational Information

a. Provide a profile of the respondent’s organization including a brief history, organizational mission, activities, programs/services and population served.

b. Provide information on respondent’s experience providing quality workforce development services and experience with serving individuals with barriers to employment in particular.

c. Provide detailed information regarding your organization’s experience contracting with federally-funded agencies for same or similar services. Include current and past contracts that were in effect within the last five (5) years.

(3) References

The proposal should include a list of three (3) references for which your company/organization has provided these specific or similar services.

(4) Program Description

a. Briefly describe your organization. Include if you are private for profit, non-profit (private or public) or a government or school entity. Describe the nature of your business, the number of years you have been providing services, and any previous experience working with youth. Describe previous work experience programming your agency has provided in the past. This is limited to 1 page.

b. Identify and list partnerships with other entities for the provision of the work experience including sub-contractors (e.g. payroll processing), or any other partnerships involved with the provision of the program. Include Letters of Intent that identify established partnerships and define partnership roles and responsibilities with the youth work experience program. If you are partnering or sub-contracting with another organization to provide services, you are required to submit a detailed MOU that needs to include roles and responsibilities and any outcomes. The Work Experience Program can be a work site as well. Letters of Intent should reflect W.E.C. capacity to employ youth participants.

c. Describe in detail the program being proposed. Include if the program will involve mobile work crews, group activities or customized work site placement. Describe training and activities provided to develop occupational skills, financial literacy and work readiness. Describe how training activities will be provided, frequency, and how success will be measured. Describe if any certificates, credentials, or academic credits will be earned by the participant. If any certificates or credentials are earned, also list the accrediting body. For any certificates or credentials received be sure to indicate the issuing body or accreditation information if applicable. Also, define the timeline for each cohort session during the term of the contract.

d. Describe the specific employment activities the youth will perform; include identified worksites or proposed worksites, job descriptions and work schedules including the number of hours worked per day, days per week, and hourly rate of pay.
Developing work site agreements may be ongoing during the term of the contract, but the W.E.C. is required to monthly submit any Letters of Intents to project the capacity to employ the proposed number of youth participants.

e. Describe the target population of youth to be served by your program including age, gender & affiliations (if applicable). Describe how they will be recruited, screened for eligibility. Identify the number of youth you intend to recruit and the number of youth you intend to employ in your program.

f. Describe the intake and application process for youth participating in your program. List pre-employment screenings you will require such as physicals, drug tests and background checks.

g. Describe how youth will be matched with employment activities. List the assessments that will be conducted to help with job placement.

h. Describe what other supportive services will be offered to youth participants (safety equipment, supplies, etc.).

i. How will employer or work site feedback be collected for transmission and dissemination for Youth Service Provider’s Case Management Requirements? This is limited to 1 page.

j. Describe your communication process with the site supervisors, including frequency of work site visits and expectations of the work sites to report issues and intervention process.

k. Explain how participants’ work and break schedule will coincide with appropriate labor regulations. Identify emergency procedures that will be established for youth participants.

(5) **Organization Administration**

The proposal must include the following:

- Organizational chart showing the administrative framework of the organization.
- Identify staff by including a thorough description of their demonstrated technical competence, skills in management and administration, and professional experience within your organization to accomplish the proposed program training, services and/or activities. Respondent must have adequate personnel capabilities necessary to implement the goals and objectives of the program and to ensure compliance with ensuing contract. The successful awardee(s) will be required to assume full responsibilities, including all risks and hazards, for all WIOA program training, services and/or activities identified in this RFP.
- For each position that will be funded under the proposed project, a detailed job description to include job duties and responsibilities, as well as qualifications is to be included as an attachment to the proposal. Each staff person who directly provides
services and/or supervision to youth must complete a Child Abuse Clearance Form, Criminal Background Check and a FBI criminal history background check.

(6) Budget and Budget Narrative
(7) Leverage Matched Resources Form (Attachment B).
(8) Signed Conflict of Interest Form (Attachment C).

The proposal is recommended to be limited to fifteen (15) pages (double space and 8.5” x 11”), excluding the cover sheet, MOUs/Letters of Intent, line item budget documentation, and any other documents requested in the RFP.

6. Evaluation Process

WIN Review Committee will evaluate proposals based on the requirements outlined in the RFP. Proposals will be evaluated on the following criteria, but not limited to: (The number of points indicates the maximum point value for the category.)

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORGANIZATION AND QUALIFICATIONS</td>
<td>25</td>
</tr>
<tr>
<td>REFERENCES</td>
<td>10</td>
</tr>
<tr>
<td>PROGRAM REQUIREMENTS</td>
<td>35</td>
</tr>
<tr>
<td>HIGH DEMAND OCCUPATIONS AND OTHER</td>
<td>5</td>
</tr>
<tr>
<td>EXTENDED ABILITIES (#2-Program Requirements, 2.4)</td>
<td></td>
</tr>
<tr>
<td>STATEMENT OF FINANCES</td>
<td>5</td>
</tr>
<tr>
<td>COST</td>
<td>20</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>100</td>
</tr>
</tbody>
</table>

7. Questions/Requests

A Pre-proposal Conference is not planned for the RFP. It is the responsibility of the Respondent to inquire about any requirements of this RFP that are not understood.

All questions or requests for additional information must be made in writing to: gwendolyn.johnson@workforceinvestmentnetwork.com no later than 12 noon CST on March 09, 2018 with the Subject Line: Youth Year-Round Work Experience Program RFP Questions.

To ensure the fair and consistent distribution of information, all questions will be answered by a Question and Answer (Q&A) document that will be posted on WIN’s website, www.workforceinvestmentnetwork.com, by the end of business on March 12, 2018 (click on the Resources tab and click on the RFPs info link). The only official answer or position of the City will be the one posted via WIN’s website.
8. Timeline

A. Release RFP  
   February 21, 2018
B. Questions Due  
   March 9, 2018 by 12 Noon CST
C. Q&A Posted to Website  
   March 12, 2018
D. Proposals Due  
   March 23, 2018 by 4PM CST
E. Tentative Date for Notification of Award  
   April 09, 2018
F. Tentative Start Date for Services  
   June 01, 2018

9. Insurance Requirements

The successful respondent must meet the minimum insurance coverages required by the City of Memphis. (See the insurance requirements listed in Attachment D and the Sample Services Agreement located on WIN’s website at: www.workforceinvestmentnetwork.com, click the Resources tab to access the Procurement RFP documents.

10. Appeals Process

The appeal process consists of two levels: a debriefing and an appeal. The first level, debriefing, must be requested in writing within five (5) business days of notification in writing of a non-award.

Debriefing requests must be sent to:

   Gwendolyn Johnson, Contracts Coordinator  
   Workforce Investment Network  
   480 Beale Street  
   Memphis, Tennessee 38103

In a debriefing, the discussion is limited to a critique of the proposal (i.e., specific information as to strengths and weaknesses of the submission). Comparison between proposals in the same grouping or evaluations of other proposals will not be considered.

The second level, an appeal, must be sent in writing by first class U.S. Mail, return receipt requested, or a nationally recognized overnight delivery service, within five (5) business days of the debriefing.

Appeals must be sent to:

   Zachary Ferguson, Deputy Director of Operations  
   Workforce Investment Network  
   480 Beale Street  
   Memphis, Tennessee 38103

An appeal must show that a substantial portion of the RFP process has not been followed by WIN. Only appeals that cite the specific sections of the RFP that are being challenged will be considered.
Differences of opinion regarding the merits of the proposals recommended for funding are not grounds for submitting an appeal. An appeal must identify an issue of fact concerning a matter of bias, discrimination, conflict of interest; non-compliance with the solicitation; or violation of local, State or Federal law. Appeals not based on those reasons stated above will be unilaterally rejected.

11. Provisions & Disclaimers

1. All solicitations are contingent upon availability of funds. WIN reserves the right to award one or more contracts.

2. WIN reserves the right to reject any or all proposals received and to negotiate with any and all respondents on modifications to proposals.

3. WIN reserves the right to waive informalities and minor irregularities in the proposals received.

4. This Request for Proposals does not commit WIN to award a contract.

5. WIN may evaluate a company/organization based on its initial proposal received, without discussion of the proposal with the company/organization. Accordingly, each proposal should be submitted on the most favorable terms from a price and technical standpoint that the respondent can submit to WIN.

6. WIN retains the right to request additional information from any applicant, request oral presentations from applicants, or conduct site visits from any applicant before a contract award.

7. No costs will be paid to cover the expense of preparing a proposal or procuring a contract for services or supplies.

8. All data, material, and documentation originated and prepared by the respondent pursuant to the contract shall belong exclusively to WIN and be subject to disclosure under the Freedom of Information Act, Right to Know Law, or other applicable legislation.

9. The contract award will not be final until WIN and the successful contractor(s) have executed a mutually satisfactory contractual agreement. WIN reserves the right to make an award without further discussion of the proposal with the company / organization who submitted the proposal. No activity may begin prior to final WIN approval of the award and execution of a contractual agreement between the successful contractor(s) and WIN.

10. The submission of the proposal warrants that the costs quoted for services in response to the RFP are not in excess of those that would be charged any other individual for the same services performed by the respondent.

11. Applicants are advised that documents in the possession of WIN are considered public records and subject to disclosure.

12. All funded programs are subject to monitoring and a third-party evaluation.

13. Successful contractor(s) shall not use WIOA funding to support political activities or for religious or sectarian purposes. Program participants will not be employed on the construction, operation or maintenance of a facility that is used for religious instruction or worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants). The successful contractor(s) understands and agrees that there shall be no religious worship, instruction or proselytizing by or in the presence of participants, as part of or in connection with activities herein.
ATTACHMENT A

APPLICATION FOR FUNDING
LWDA 13 PROPOSAL COVER PAGE

NOTE: Please complete this form and submit it with the proposal.

Name of Company/Organization: __________________________________________________________

Address: _____________________________________________________________________________

City: __________________ State: _______________ Zip Code: ___________________

Contact Person for Agency: __________________________ Title: _____________________________

Email Address: _________________________________________________________________________

Office No.: __________________ Fax No.: ___________________ Cell No.: _______________________

Agency Type (check where appropriate)

Public/Government ☐ For Profit ☐ Company ☐ Nonprofit ☐ Minority Owned/Women Owned Business Enterprise ☐

Dun & Bradstreet Number (D-U-N-S Number): ____________________________

<table>
<thead>
<tr>
<th>Number of Participants to be Served:</th>
<th>__________</th>
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<tr>
<th>Total Funds Requested for this Proposal</th>
<th>$________</th>
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CERTIFICATION OF PROPOSED CONTENT

Duplication of Services and Conflict of Interest

To my knowledge, this proposal does not duplicate services or resources available in the area that are or may be provided by non-WIOA sources. This organization, its members and collaborators are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a contract for WIOA funds.

Cost/Price Data and Proposal Content

This is to certify that, to the best of my knowledge and belief, the cost/pricing data submitted either actually or by specific identification in writing to WIN in support of this proposal is accurate, complete and current as of the date below. This certification includes the cost/pricing data supporting any agreements or contracts that may be agreed upon between the Respondent and WIN that are part of the result of submitting this proposal.

Agency understands that the proposal submitted in response to the RFP is not a legally binding document; however, any contract to be awarded will be based on information contained in the proposal.

_________________________________________                         ___________________________________________
Print Name of Authorized Representative                                             Title

________________________________                                               ___________________________________________
Signature of Authorized Representative                                           Date
Leveraged Matched Resources

<table>
<thead>
<tr>
<th>Source</th>
<th>In-Kind Donation Funding (Dollar Value)</th>
<th>In-Kind Donation Equipment (Dollar Value)</th>
<th>Total</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
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WIOA Youth Projected Service Level Chart

<table>
<thead>
<tr>
<th></th>
<th>Number of WIOA Youth to be Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency’s proposed number of Youth to be placed in employment during the program.</td>
<td></td>
</tr>
<tr>
<td>Number of Youth to be placed in paid private sector internship.</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL # OF PARTICIPANTS TO BE SERVED: ________________
ATTACHMENT C: CONFLICT OF INTEREST FORM

By submitting a proposal, the bidding entity certifies to his/her knowledge and belief that there is no conflict of interest (real or apparent) inherent in the proposal or in delivering the scope of work if the LWDA 13 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. The LWDA 13 reserves the right to disqualify a Respondent should a conflict of interest be discovered during the solicitation process.

Principal Agent Signature ____________________________ Date __________
Insurance/Hold Harmless. Company shall not commence any work under this Agreement until it has obtained and caused its subcontractors to procure and keep in force all insurance required herein. Company shall furnish WIN a Certificate of Insurance and/or policies, upon request, attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect. All insurance companies must be acceptable to the City of Memphis and licensed in the State of Tennessee. Insurance shall be evidenced by certificates and/or policies, as determined by the City. Failure of the Company to maintain or renew coverage or to provide evidence of renewal may result in termination of the contract by City. Failure of the City to identify any deficiency in the evidence that is provided shall not be construed as a waiver of the Company's obligation to maintain such insurance. The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

If any of the insurance requirements are non-renewed at the expiration dates, payment to the Company may be withheld until those requirements have been met; or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the Company. The Company shall have and maintain the following insurance coverage during the life of the Agreement and any extensions.

A. Commercial General Liability: Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability coverage with minimum limits as follows:
   - General Aggregate $2,000,000
   - Products – Completed Operations $1,000,000
   - Personal & Advertising Injury $1,000,000
   - Each Occurrence (bodily injury and property damage) $1,000,000
   - Fire Damage (any one fire) $50,000
   - Medical Expenses (any one person) $5,000

B. Fidelity Bond (Employee Dishonesty/Theft Crime Coverage) in an amount not less than $1,000,000 Each Occurrence

C. Automobile Liability covering owned, non-owned, and hired vehicles with minimum limits of:
   - Each Occurrence – Combined Single Limits $1,000,000

D. Professional Liability with a minimum limit of $2,000,000 Each Occurrence/Aggregate
This insurance is required only if the training provided is of a nature to be taught by a licensed professional for whom this coverage is available. When required, such coverage shall be maintained for at least three (3) years from the termination or expiration of this agreement.

E. **Worker’s Compensation: Employer’s Liability** in accordance with the statutory requirements and minimum limits of the State of Tennessee:

- Employer’s Liability (each accident) $100,000
- Each Employee (per disease) $100,000
- Policy Limit (per disease) $500,000

F. **Umbrella Liability** with a minimum limit of **$2,000,000** Each Occurrence/Aggregate

*Note: Company shall be responsible for maintaining any and all Property Insurance on its own equipment.*

G. **Insurance Cancellation or Material Change**

Company shall provide notice to City within three (3) business days following receipt of any notice of cancellation or material change in Company’s insurance policy from Company’s insurer. Such notice shall be provided to City and WIN by registered mail, return receipt requested, to the following addresses:

City of Memphis
Atttn: Risk Management
170 N. Main St., 5th Floor
Memphis, Tennessee 38103

Workforce Investment Network
Atttn: Contract Services Unit
480 Beale Street
Memphis, Tennessee 38103

H. **Additional Insured**

Each Certificate of Insurance shall name the City of Memphis, its officials, agents, employees, and representatives as an Additional Insured. This should be indicated on each Certificate of Insurance.

*Note: The additional insured endorsements shall be attached to the Certificate of Insurance, and the Certificate of Insurance shall also state: “The additional insured endorsement is attached to the Certificate of Insurance.”*
**ATTACHMENT E**

*The WIN Contracted Youth Services Providers’ list is updated every 6 – 12 months.*

<table>
<thead>
<tr>
<th>WIN Contracted Youth Services Providers*</th>
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</thead>
<tbody>
<tr>
<td><strong>Providers thru 12/31/18</strong></td>
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<tr>
<td>--------------------------------------</td>
</tr>
<tr>
<td>Seedco OSY</td>
</tr>
<tr>
<td>HTIM OSY</td>
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<tr>
<td>Maximus OSY</td>
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<tr>
<td>B&amp;GC ISY</td>
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<td>MLF OH ISY</td>
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<td>NZCLC ISY</td>
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<td><strong>Total</strong></td>
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<td><strong>Providers thru 06/30/19</strong></td>
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<td>MLF RZ OSY</td>
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<td>SCS OSY</td>
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<tr>
<td>Maximus OSY</td>
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<td>Desoto Youth OSY</td>
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<td>The Collective OSY</td>
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<tr>
<td>Gifted Foundation OSY</td>
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<tr>
<td>Seedco</td>
</tr>
</tbody>
</table>
CIS ISY  
Communities in Schools of Tennessee  
1350 Concourse Ave, Ste 434, Memphis TN 38104  
www.cistn.org/memphis

SCS ISY  
Shelby County Schools-Career and Technical Education  
160 S. Hollywood, Memphis, TN 38112  
www.scsk12.org/ctae/

B&GC ISY  
Boys & Girls Clubs of Greater Memphis  
44 S. Rembert St, Memphis, TN 38104  
www.bgcm.org

NZCLC ISY  
New Zion Community Life Center  
13510 N Main St, POB 23, Somerville TN 38068