

SOUTHERN ALLEGHENIES LOCAL MANAGEMENT COMMITTEE (LMC)

REQUEST FOR PROPOSALS

FOR

**Delivery of Contracted Welfare Program Services for Blair County
in the Southern Alleghenies Region of Pennsylvania**

For The Period

July 1, 2010 through June 30, 2011

INQUIRIES AND RESPONSES SHOULD BE DIRECTED TO:

Regina R. Klevan

Welfare Program Manager

Southern Alleghenies Planning & Development Commission (SAP&DC)

541 58th Street

Altoona, PA 16602

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1. Background and Introduction

1.1 Purpose of this Request for Proposals (RFP)

The purpose of this Request for Proposals (RFP) is to identify organizations to provide high quality welfare program services, using innovative strategies to provide job placement and retention services for welfare clients. In addition, the selected welfare services must enable and encourage a maximum client work participation rate, as mandated by federal participation requirements.

The Local Management Committee (LMC) reserves the right to add to any or all of the work elements identified in Section 3.5 of this RFP. An equitable adjustment would be negotiated for any work appropriately authorized and performed by the successful bidder.

1.2 Description of the Southern Alleghenies Region

The Southern Alleghenies Region is located in South-Central Pennsylvania and includes Bedford, Blair, Cambria, Fulton, Huntingdon, and Somerset Counties. This diverse geographic region encompasses 4,617 square miles and has a population of 471,596. Major population centers in the region include Johnstown, Altoona, Somerset, Bedford, Huntingdon, and McConnellsburg. Blair and Cambria Counties are urban centers with economies based on manufacturing, transportation, utilities, wholesale and retail trade and services. Bedford, Fulton, and Somerset have a strong agricultural base. Fulton, Somerset, and Huntingdon have significant light manufacturing activities. In recent years, the region has experienced the greatest rate of growth along the Interstate 99 Corridor. Blair and Bedford Counties in particular have experienced substantial growth. The largest sectors of employment in the region are services and manufacturing in that order.

Linking the mountains and valleys of the Southern Alleghenies to domestic markets in the four cardinal directions is the interstate highway system with Interstates 70, 76, 80, and 99. Within the region Highways 22, 26, 30, 36, 56, 219, 220, 422, and 522 provide intra-regional routes and access to the interstate highway system. Transportation for international markets is available through the major ports of Philadelphia and Baltimore and others on the east coast as well as the highway routes to Canada. Railroad and air transport is also present.

1.3 Introduction of the LMC, SAWIB and SAP&DC

In 1987, the Pennsylvania Department of Public Welfare established partnerships with the Departments of Labor and Industry and Education to create the Single Point of Contact (SPOC) Program. SPOC's main purpose was to facilitate the clients' path to self-sufficiency through employment and training by collocating and coordinating services offered by the different departments instead of requiring clients to navigate through the various systems by themselves. In order to manage and direct the local operation of the SPOC and other contracted welfare programs on the local level, the Local Management Committees were established. The Local Management Committees are comprised of the major partner organizations that are involved in the operation of the programs as well as a local economic development agency representative.

The Commonwealth of Pennsylvania, through its early implementation of the Workforce Investment Act of 1998, is positioning itself to be “a leader among states, and a competitor among nations” as a result of the “breadth and expertise of its knowledgeable, skilled, engaged and flexible workforce.” In early 1999, the Team Pennsylvania Workforce Investment Board was established, charged with coordinating workforce development activities at the state level. Officials, however, realized that, given the breadth and diversity of Pennsylvania, local entities/organizations would be necessary if the needs of Pennsylvania’s local businesses, job seekers and incumbent workers would truly be met. The creation of 22 Local Workforce Investment Boards (“LWIBs”) signaled a new era and commitment in Pennsylvania’s efforts to build a world-class workforce. These LWIBs are responsible for coordinating and aligning workforce services and investment strategies to better reflect the needs of their local or regional economies. The Board oversees the CareerLink One-Stop Operator and service providers and, as the entity accountable for the performance of the workforce investment system in its area, makes every effort to ensure that workforce development services are effectively and efficiently provided.

1.3.1 LMC Overview

The Southern Alleghenies Local Management Committee (“LMC”) is comprised of representatives from the six area County Assistance Offices, the Bureau of Workforce Development Partnership (“BWDP”), Local Education Agencies and Local Economic Development Agencies, and has, as the Local Workforce Investment Area Fiscal Agent, the Southern Alleghenies Planning and Development Commission (SAP&DC). The LMC manages and directs the operation of contracted welfare programs on the local level. The LMC is responsible for programmatic decisions, particularly those associated with the delivery of services, the bidding and selection of subcontractors, the provision of case management, the offering of supportive services, and the job placement, job retention strategies, and participation rates for the Welfare Programs.

1.3.2 SAWIB Overview

The Southern Alleghenies Workforce Investment Board (“SAWIB”) is comprised of 37 members, including representatives from private industry, social service agencies, education, economic development, and organized labor. It is staffed by employees of the Southern Alleghenies Planning and Development Commission (SAP&DC). The SAWIB is committed to being the leader in workforce development activities in the region by fostering partnerships within the community to provide quality and personalized services to customers through the CareerLink System and to advocate career counseling services, basic skill development, and employability enhancement skills to youth. To date, the SAWIB has enjoyed success in its oversight of the region’s CareerLink system and in capturing non-WIA Title I funds to support industry-specific skills training. It has also developed a close working relationship with a significant number of industries in the region. Information provided to the SAWIB through its Industry Consortium Initiative, Team Pennsylvania Business Calling Program, and the Board’s own Industry Cluster Analysis Project, has served to position the Board as a significant resource for accurate, up-to-date workforce-related data. Additional information on the SAWIB, including the Board’s planning documents, can be found at www.sawib.com.

1.3.3 SAP&DC Role

SAP&DC has been designated as the Local Workforce Investment Area (LWIA) Fiscal Agent for this region for the contracted Welfare Programs. As Fiscal Agent for the Southern Alleghenies Workforce Investment Area, SAP&DC is the grantee for Workforce Investment Act (WIA) Title I, Employment, Advancement, and Retention Network (EARN), Pennsylvania Department of Public Welfare, Temporary Assistance to Needy Families (TANF), and special Pennsylvania Department of Labor program funds.

The SAP&DC was incorporated on July 28, 1967, as a response of the region's business and political leadership to federal initiatives encouraging planning for economic and community growth on a multi-county basis. The driving force of SAP&DC is to promote progress through regional cooperation.

The SAP&DC serves Bedford, Blair, Cambria, Fulton, Huntingdon, and Somerset Counties. Its governing board is comprised of County Commissioners from each of the six (6) member counties, as well as representation from the private sector. Valuable guidance is also provided by numerous other public and private sector representatives who serve on the Commission's various advisory committees. Additional information on the SAP&DC can be found at www.sapdc.org.

2. General RFP Information

2.1 Issuing Office

Issuance of this RFP is coordinated by the SAP&DC Welfare Program Staff under the management of Regina R. Klevan, Welfare Program Manager. The contracting agent for these awards is the SAP&DC, as the grantee of Pennsylvania Department of Public Welfare funds. All correspondence will be received at the SAP&DC offices located at 541 58th Street, Altoona, PA 16602.

2.2 Contact Person

The technical contact person for this procurement is:

Regina R. Klevan, Welfare Program Manager (Programmatic Issues)

Fax: (814) 949-6505

E-mail: klevan@sapdc.org

The fiscal/contractual point of contact is:

Julie A. Ingram, Fiscal Agent

Fax: (814) 949-6505

E-mail: jingram@sapdc.org

All questions regarding this procurement should be addressed in written form to the individuals listed above. They will be addressed during the scheduled Proposers' Conference.

2.3 Awards

The LMC/SAWIB will award one contract per county for the delivery of Welfare Program services in Blair County. The LMC previously awarded contracts for the six county region of Bedford, Blair, Cambria, Fulton, Huntingdon, and Somerset Counties for July 1, 2007 through June 30, 2010. The LMC approved extensions to all contractors for July 1, 2010 through June 20, 2011. The current Blair County contractor chose not to renew its contract; therefore this RFP is issued to replace that contractor for services in Blair County. Subcontracting of some services is allowed and encouraged to foster partnerships and improve the quality of services to customers. Should two or more organizations wish to submit a joint proposal, one entity must be selected and identified to contract with the SAP&DC while the remaining organizations may subcontract with the lead agency. Proposals should clearly identify the lead agency and partnering agencies and clearly define all intended subcontractual arrangements.

Should no suitable bidder be found for Blair County, the LMC reserves the right to choose to allow SAP&DC to directly operate the program in Blair County.

2.4 Period of Performance

The funding period for the contract to be awarded as a result of this request is expected to be from July 1, 2010, through June 30, 2011. Contracts will be monitored for planned performance on a regular basis and may be amended or terminated if performance does not meet established performance standards.

2.5 Obligation of Funds

The funding amount for the Program Year covered under this solicitation is unknown at the present time. The total funding currently obligated for contracted welfare program services in Blair County is approximately \$172,810.80. The exact amount of contract award will be based on amounts negotiated with successful proposers. All costs must be reasonable and necessary to carry out the planned functions, allowable, and allocable to the proper grant/cost categories. As mandated by Welfare Master Guidelines, contracts will be performance based.

2.6 Qualifications for Proposers

Private and public, for-profit and not-for-profit agencies, Community-Based Organizations (CBOs), faith-based organizations or other entities are eligible to respond to this RFP. The SAWIB and the SAP&DC are prohibited from awarding a contract to a party “excluded from Federal procurement or non-procurement programs” by the U.S. General Services Administration. The SAWIB and SAP&DC are prohibited from awarding a contract to any party debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs in accordance with the DOL regulations at 29 CFR Part 98 or debarred by the Commonwealth of Pennsylvania.

Proposers are responsible for being familiar with applicable Welfare Program laws, rules and regulations and applying them in developing the RFP response. Guidelines for the programs covered under this RFP may be viewed electronically at <http://www.inspiritec.org/BETPOnlineforum/index.htm> (Viewers to the website must establish a pass code before accessing the guidelines). Proposers are responsible for familiarizing themselves with the Welfare Program regulations. The SAP&DC Welfare Program Staff will provide to all selected service providers the necessary orientation to and copies of Welfare Program policies and procedures.

Proposers must have demonstrated necessary technical competence, skills in management and administration, and professional experience within their organization to accomplish the proposed activities and services. Proposers must have adequate personnel capabilities necessary to implement the goals and objectives of the program and to ensure compliance with the ensuing contract. Proposers selected will be required to assume full responsibility, including all risks and hazards, for all activities and services identified in the contract.

Approved proposers as a result of this RFP will be subject to periodic evaluation of their delivery system. Proposers may be asked to provide additional information at the time of this evaluation or at any other time.

2.7 Joint Proposals/Subcontracts

The LMC/SAWIB will accept and encourages joint proposals and/or subcontracting. A consortium or partnership of eligible proposers may submit a proposal, however, all partners must be eligible proposers and a signed “SAP&DC General Provisions Acknowledgement” must be obtained and included as part of the proposal from each partner attesting to their agreement to all terms of the proposal and any resulting contract, if awarded. Proposals from partnerships/consortia must clearly identify the lead agency, the fiscal agent, and the specific responsibilities of each partner. A copy of the partnership/consortium agreement must be submitted as part of the proposal. Proposers intending to subcontract any of the work to be performed under this award must disclose the subcontractor and all terms and conditions of the subcontract in the proposal document. The LMC/SAWIB reserves the right to approve all subcontractors.

2.8 Governing Provisions and Limitations

Programs and activities solicited via this RFP are governed by the State of Pennsylvania Welfare Program Regulations. The following governing provisions apply:

- The only purpose of this RFP is to ensure uniform information in the solicitation of proposals and procurement of services. This RFP is not to be construed as a purchase agreement or contract or as a commitment of any kind; nor does it commit the LMC/SAWIB/SAP&DC to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by LMC/SAWIB/SAP&DC.
- The LMC/SAWIB/SAP&DC reserves the right to accept or reject any or all proposals received and/or to cancel or reissue this RFP in part or its entirety.
- The LMC/SAWIB/SAP&DC reserves the right to award a contract for any item/services solicited via this RFP in any quantity LMC/SAWIB/SAP&DC determines is in its best interest.
- The LMC/SAWIB/SAP&DC reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary. LMC/SAWIB/SAP&DC will provide notifications of such changes to all proposers recorded in the LMC/SAWIB/SAP&DC official record as having received or requested an RFP.
- The LMC/SAWIB/SAP&DC reserves the right to negotiate the final terms of any and all contracts or agreements with proposers selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the Workforce Development Area.
- The LMC/SAWIB/SAP&DC reserves the right to contact any individual, agency, employer, or grantees listed in a proposal, to contact others who may have experience and/or knowledge of the bidder’s relevant performance and/or qualifications; and to request additional information from any and all proposers.
- The LMC/SAWIB/SAP&DC reserves the right to conduct a review of records, systems, procedures, including credit and criminal background checks, etc. of any entity selected for funding. This may occur prior to or subsequent to the award of a contract or agreement. Misrepresentation of the proposer’s ability to perform as stated in the proposal may result in cancellation of any contract or agreement awarded.

- The LMC/SAWIB/SAP&DC reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this procurement if adequate funding is not received or due to legislative changes or failure by the proposer to meet contracted performance standards.
- Proposers shall not, under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the LMC/SAWIB/SAP&DC for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder. Proposers who approach LMC/SAWIB/SAP&DC members or staff following the Proposers Conference will be disqualified.
- No employee, officer, or agent of the LMC, SAWIB or SAP&DC shall participate in the selection, award, or administration of a contract supported by public funds if a conflict of interest, or potential conflict, would be involved.
- Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposer's bid to be rejected. This does not preclude joint ventures or subcontracts.
- All proposals submitted must be an original work product of the proposers. The copying, paraphrasing, or otherwise use of substantial portions of the work product and submitted hereunder as original work of the proposer is not permitted. Failure to adhere to this instruction may cause the proposal(s) to be disqualified and rejected.
- A contract with the selected provider may be withheld, at LMC/SAWIB/SAP&DC's sole discretion, if issues of contract or questions of non-compliance with any program under the contract, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. During the time awaiting resolution of such issues, LMC/SAWIB/SAP&DC may impose financial sanctions and/or other measures in accordance with the contract. The award of the contract may be withdrawn by LMC/SAWIB/SAP&DC if resolution is not satisfactory to LMC/SAWIB/SAP&DC.
- All Proposers submitting proposals in response to this RFP agree that by submitting their proposal they acknowledge and agree that their proposal, in its entirety, once submitted shall become public information and further agree that SAP&DC may release their proposal after an award has been made to other Proposers, the news media or any other individual requesting a copy of the proposal and further release SAP&DC from all claims relating to the release by SAP&DC of their proposal.

2.9 Definitions of Key Terms

The terms below shall have the following meanings when used in this RFP:

CONTRACTOR refers to an entity that receives financial assistance for the purpose of administering LMC/SAWIB programs, projects, or parts thereof. The contract establishes a legal obligation to perform the services specified for agreed upon costs.

EMPLOYER(S) refers to all establishments of any size, organized as sole proprietorships, partnerships, or corporations or other entities engaged in legal commerce who hire employees for money wages under conditions conforming to State and Federal labor laws.

GRANT means the funds awarded to the SAWIB by the PA Department of Labor and Industry, an agency of the Commonwealth of Pennsylvania or the Federal Government.

CAREERLINK SYSTEM refers to the Commonwealth of Pennsylvania's One-Stop Systems, including physical one-stop centers and Internet-based website system.

COST PRINCIPLES refers to the stipulation that all costs reimbursed via funds must be reasonable, necessary, allowable, and allocable. These principles are defined as follows:

- **REASONABLE/NECESSARY COST:** A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration shall be given to: a) whether the cost is a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; b) the restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; c) whether the individuals concerned act with prudence, considering their responsibilities to their organization and do not unjustifiably increase the awards costs. Reasonableness of costs may be established by comparison with other proposals (best price - same product), historical data, comparison with TWDB in-house costs, and/or comparison with similar labor market costs.
- **ALLOWABLE COSTS:** To be allowable, a cost must be necessary and reasonable for proper and efficient administration of the program, be allocable thereto under these principles, and, except as provided herein, not to be a general expense required to carry out the general (i.e. non WIA) business of the subrecipient. Costs charged to the program shall be consistent with those normally allowed in like circumstances in non-federally sponsored activities and with applicable state and local law, rules, and regulations. Appropriate WIA regulations, the Federal Management of Grants and Contracts guidelines, and state regulations should be read by and familiar to all proposers.
- **ALLOCABLE COSTS:** Costs must be allocable to the required WIA cost categories.

CLIENT or PARTICIPANT means an individual who:

- is determined and certified eligible for a specific education and training program; and/or
- is receiving Welfare-funded employment, training, or other services authorized under the contract, except for post-termination services authorized under the Welfare Program Regulations.

PROGRAM INCOME means income received by Contractor directly generated by a grant or subgrant supported activity, or earned only as a result of the grant or subgrant. Such earnings include, but may not be limited to, income from fees for services, rental of property, or sale of commodities; interest earned on advances; and, in the case of public or private non-profit agencies, revenues earned from a contract in excess of actual costs incurred in providing the contracted services. New legislation permits fee for-service arrangements; however, any resulting income must be tracked and accounted for separately by the contractor from other program funds.

REGS OR REGULATIONS mean those rules, regulations, and their amendments promulgated by the PA Department of Public Welfare or the United States Department of Labor (hereinafter called U.S. DOL) or PA Department of Labor and Industry with regard to WIA or Welfare Programs.

WIA means the Workforce Investment Act of 1998, Public Law 105-220. All rules and/or regulations promulgated under the WIA are automatically incorporated into this contract upon their enactment, including changes in Title numbers and/or names, amendments, performance measures and any and all other changes including and in addition to any standards and guidelines or rules set by the SAWIB.

TERMS NOT SPECIFICALLY DEFINED HEREIN shall be construed as defined in the following: Welfare Program Regulations, the WIA Regulations, any amendments pursuant thereto, state policy/issuances, or other applicable laws; or such usage as is commonly accepted by welfare program staff if not defined in these documents.

2.10 Procurement Standards

Services solicited under this RFP shall be procured under the competitive negotiations method of procurement, via the evaluation process described in Section 3 of this RFP. The LMC's intention is to negotiate contracts with successful proposers. The resulting contract will establish a subcontractor relationship with the SAP&DC, the designated Fiscal Agent for the Southern Alleghenies Workforce Investment Area.

Procurement of goods and services under Federal assistance programs shall be in compliance with appropriate OMB Circulars, and the provisions of applicable Federal Law or Executive Orders, as well as State and local policies governing procurement. Solicitation via this RFP will ensure that services are obtained efficiently and economically and provide for complete, free, and open competition in the selection of service providers.

Solicitation and selection of proposals must conform to relevant State and Federal laws and regulations and local policies governing the procurement of supplies, equipment and services. Proposers are responsible for familiarizing themselves with these laws and regulations.

2.11 Procurement Process Timeline

The following timeline has been established by the LMC for the procurement of Welfare Program services for the Southern Alleghenies Region:

Date	Process
March 16, 2010	Issue RFP
April 9, 2010	Proposers' Conference
April 13, 2010	Proposals Due
April 27, 2010	Complete Staff and LMC Proposal Reviews
May 6, 2010	Complete Oral Presentations and LMC Reviews

May 6, 2010	LMC Finalize Award Recommendations
July 1, 2010	Commence Welfare Program Contracts

2.12 Procurement Dispute Resolution Policy

The LMC/SAWIB is the responsible authority for handling complaints or protests regarding the proposal selection process. No protest shall be accepted by the State Grantor Agency (PA Department of Public Welfare) until all administrative remedies at the grantee (SAP&DC) level have been exhausted. This includes, but is not limited to, disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of law shall be referred to such authority as may have proper jurisdiction.

The LMC/SAWIB would like to have the opportunity to respond to any inquiry or resolve any dispute prior to the filing of an official complaint by the protester. It is the policy the LMC/SAWIB that all actual or prospective bidders, respondents, proposers, or contractors who believe they are aggrieved by the solicitation or awards of Welfare service contracts be offered administrative adjudication. The following outlines the specific appeal process to be used:

Step 1: Advise the Welfare Program Manager of the Complaint

Any party that believes it is aggrieved should seek resolution of their complaint(s) initially with the Welfare Program Manager. The Welfare Program Manager will inform the LMC and the SAWIB Director and SAWIB. Such complaints shall be made in writing.

In the event that resolution at this initial Step 1 is not accomplished or feasible, the Welfare Program Manager shall advise the party initiating the complaint(s) in writing to proceed to Step 2.

Step 2: Filing of Protest with the Welfare Program Manager and the LMC

Formal protest shall be made in writing to the Welfare Program Manager and shall be filed within 15 calendar days after the date of the written notice to the protestor from the Welfare Program Manager to proceed to Step 2. The Welfare Program Manager will notify the SAWIB Director and the LMC Chairperson that the complaint has been filed.

Protests filed after 15 calendar days, as specified above, will not be considered.

Written protests shall include, at a minimum, the following information:

- The name and address of the protestor
- Clear indication that the communication is a formal, written protest/appeal
- Appropriate identification of the procurement, such as the service(s), which were the basis of the solicitation or award in question
- A statement of reasons for the protest
- Supporting exhibits, evidence or documents to substantiate any claims

The Welfare Program Manager, acting on behalf of the LMC, may request additional information from the protestor who shall submit the information within time periods set forth at the time of the requests(s).

When a protest has been properly filed, the LMC shall notify the Fiscal Agent of the Southern Alleghenies Workforce Investment Area not to contract until the protest has been settled, unless, after consultation with the Fiscal Agent, the LMC determines that the award of contracts without delay is necessary to protect substantial interests of the Workforce Investment Area Welfare Programs.

Step 3: Review by the LMC

The Chairperson of the LMC, or another member of LMC so designated by its Chairperson, shall conduct an oral debriefing with properly designated representatives of the protesting party at which time the facts upon which an LMC decision was made will be explained and discussed with the protesting party's representatives.

Following the oral debriefing, and in consultation with the Local Management Committee and a duly designated representative of the Local Elected Officials (LEOs), decisions on protests/appeals shall be rendered and conveyed in writing to the party who has filed the protest within ten (10) calendar days.

Step 4: Referral to PA State Department of Public Welfare Bureau of Employment and Training Programs

If the protest can not be resolved through Steps 1 through 3 above, the issue will be referred to the PA State Department of Public Welfare Bureau of Employment and Training Programs for resolution. Decisions so rendered are considered final and binding by all parties.

2.13 Disclaimer

A response to this RFP does not commit the LMC/SAWIB or the SAP&DC to purchase any agreement or contract or to pay any costs incurred in the preparation of such response.

3. Proposal Instructions

3.1 Proposal Deadline

Proposals in response to this RFP are due by 4:00 PM on **Tuesday, April 13, 2010.**

3.2 Submission Instructions

Responses must be submitted to the following:

Regina R. Klevan
Welfare Program Manager
Southern Alleghenies Planning & Development Commission (SAP&DC)
541 58th Street
Altoona, PA 16602
klevan@sapdc.org

It is recommended that proposers submit responses via certified mail return receipt to ensure proper delivery and successful receipt.

3.3 Proposal Format

- 3.3.1 Format:** Proposals must be typed, may be single spaced, and must be submitted on 8 ½ by 11 inch plain white paper with margins no smaller than one inch. Font size should be no smaller than ten (10) point. Each page of the proposal, with the exception of the cover sheet, should be numbered as “page __ of __”), with the name of the bidder on each page. The order of submission is provided in Section 3.5 of this RFP
- 3.3.2 Page Limit:** The proposal narrative/business plan must not exceed 50 pages, excluding the Cover Page, Proposal Response Checklist, and Attachments. This page limitation does not include attachments or appendices. Reviewers will be prohibited from reading and evaluating information provided in pages that exceed the stated length.
- 3.3.3 Number of Copies:** One complete original, with executed certificates (i.e. original signatures of the authorized signatory), plus five (5) exact copies must be submitted for a total of six (6) copies. Any proposal lacking sufficient copies may be considered non-responsive. Completeness of all copies is the sole responsibility of the proposer. **The proposer must also submit an electronic copy of the proposal to klevan@sapdc.org prior to 4:00 PM on Tuesday, April 13, 2010.**
- 3.3.4 Responsiveness:** Proposers that fail to follow the requirements set forth in this document regarding page limits, number of copies, and format may be considered non-responsive. The Board reserves the right to reject any or all proposals at their sole discretion.

- 3.3.5 Contact Information:** Proposers will be required to provide contact information for the individual(s) who can respond to questions regarding the proposal. The contact person should be the individual(s) who are knowledgeable of the proposal and who are authorized to provide information on behalf of the proposer.
- 3.3.6 Proposal Narrative:** All information required to develop the proposal narrative is contained in Section 3.5 of this RFP.

3.4 Proposers' Conference and Technical Assistance

A conference to explain or clarify this RFP and to answer other questions will be provided only at a Proposers' Conference on **Friday, April 9, 2010**, at 1:30 PM at the SAP&DC Conference Room, 541 58th Street, Altoona, PA 16602. Attendance at the Proposers' Conference is not mandatory, but is strongly recommended. Proposers must RSVP attendance using the form included as ***Attachment A***.

All questions shall be addressed to Regina Klevan, Welfare Program Manager, and submitted in writing for receipt no later than **Friday, April 2, 2010**. Responses to all questions will be posted on the SAP&DC website at www.sapdc.org no later than five (5) working days following the Proposers' Conference. Questions submitted after this date will not be addressed and telephone questions will not be accepted at any time.

This conference offers potential proposers the only opportunity to obtain guidance on the scope and nature of the work required in this RFP or to ask other technical questions concerning this solicitation. Any and all such questions will be asked and answered in the presence of all attending this public forum. Questions submitted in writing during the conference will be responded to within 5 working days, with answers sent to all conference attendees. All LMC/SAWIB Members, staff, or associated parties are precluded from entertaining questions concerning the proposal or this procurement process outside the confines of the Proposers' Conference. Potential proposers are asked to respect these conditions by not making personal requests for assistance.

3.5 Proposal Contents

All forms necessary for inclusion in the proposal are included in the Attachments section of this RFP. The proposal should be clearly organized into the following sections:

Cover Page (included as *Attachment B* to this RFP)

Proposal Response Checklist (included as *Attachment C* to this RFP)

I. Executive Summary (2 pages)

Include an Executive Summary that highlights and substantiates to the LMC the advantages of contracting with the bidder. Include details on how your agency plans to meet the program performance goals, including the participation rate.

II. General Information/Organizational Capacity

Include a description of your organization that includes the following:

- Type, size, and organizational structure. Indicate, if appropriate, whether your organization is a small or minority-owned business.
- Listing of your board of directors and chief officers.
- Mission and philosophy as it relates to the operation of the programs listed in the RFP.
- Past history and experience in providing welfare employment and training services to job seekers and employers.
- Description of the facility/resources to be utilized in the provision of welfare program services. If possible, state how many clients you would be able to serve at any given time.

III. Staffing Plan

Describe your organization's staffing plan, including information regarding the following:

- Proposed management structure and relevant qualifications of key management staff to perform the proposed services, including technical, educational and work background
- Proposed organizational structure and plan to develop the staffing pattern for the effective management and service delivery functions, including your proposed lines of authority and responsibility.
- Job descriptions of all staff administering the programs, including the minimum qualifications for all staff. If you currently have staff that you will use to administer the programs, please enclose a resume for each and indicate to which position that staff will be assigned.
- All experience, education, quality measures, and training that would substantiate the quality and integrity of the services you will offer.
- Proposals to become a new provider must include the following:
 - In the event that an organization other than the current provider is awarded the contract, swift and immediate transition activities will be necessary. The LMC/SAWIB recommends that any organization awarded funds through this RFP give first consideration in employment to current employees who may be displaced as a result of this procurement.
 - Transition activities for Welfare Program services will be completed during the month of June 2010. Transition activities include but are not limited to: client and provider records, uninterrupted continuation of client service, and the completion of a transition plan. It is expected by the LMC/SAWIB that the parties involved will work together to ensure that programs and services to customers are not impacted.
 - Discuss the proposer's transition plan. Please be sure to address the following in the proposal itself:
 - Commitment to accomplishing a thorough and smooth transition;
 - Plan for notifying clients, providers, County Assistance Offices, and other community organizations about changes in the contractor;
 - Plan for providing continuous service to clients;
 - Strategy for recruiting staff and negotiating salaries and benefits.

IV. Past Performance

Provide a summary of your organization's previous performance data related to Welfare Program Services or other related workforce development programs and services, including the following:

- Description of specific experience with the target population and the delivery of similar services that demonstrates your capability to carry out the proposed programs.
- Previous performance outcomes on any welfare employment and training related programs. Include the types of services and numbers served, number and type of positive outcomes/results achieved, number and rate of successful completions, budgets and expenditures, as well as other verifiable data which may reflect your demonstrated performance. Provide copies of previous reports from your program's funding source.

V. Fiscal Capability

A proper fiscal management system and knowledgeable fiscal staff are another essential component of the successful operation of Welfare programs and services. Describe your organization's fiscal capabilities, including the following:

- Fiscal management system, including cash management and accrual system, financial capacity, and knowledge;
- Payroll, leave and travel policies, and how related documents and records are maintained;
- Internal fiscal monitoring systems and techniques to measure performance and costs against planned goals to ensure that there are no disallowed costs;
- Details of other sources of funding your organization receives and the percentages of the total organizational budget that those sources represent;
- Financial staff assigned to these programs;
- Methods to pay back any disallowed costs that may be identified by the LMC/SAWIB and the SAP&DC, state or federal monitors, or auditors;
- Methods for tracking encumbrances and expenditures;
- Disclosure of any potential liabilities that might affect its ability to perform a contract, if awarded. These liabilities may include, but are not limited to, delinquent federal, state, city or county taxes; lawsuits of any kind; or audit exceptions and sanctions imposed. Please state whether there are any liabilities or not and, if so, what the circumstances are.
- Financial management system description and a demonstrated ability to comply with applicable OMB Circulars, FAR, and WIA/Welfare Regulations;
- Details regarding previous audit and monitoring reports and corrective action plans and results;
- Include a copy of your agency's most recent audit report.

VI. Linkages/Partnerships

- Describe plans to coordinate services with community agencies and employers in order to strengthen client services. Address how you have linked with agencies in the past, and describe the relationships you've established. Give examples of successful partnering efforts.

VII. Program/Service Design

Heavy emphasis will be placed on proposals that demonstrate an in-depth understanding of customer needs and service gaps in each county and that propose additional activities beyond the minimum requirements to meet those needs.

Provide answers to the following questions:

- With the recent decline in the local labor market, it has become increasingly difficult to place EARN participants into employment. The reality is that they are competing for the same jobs as many dislocated workers and others who have more training and/or experience. Describe in detail the research you have done into the local labor market, what specific employers and jobs you would target, and how you would customize job development efforts toward those jobs.
- BETP emphasizes innovative work activities. Paid work experience and community service are core activities that can be used as all or part of the countable hours needed for compliance with work participation rate requirements. Detail your creative plan for accommodating clients at any time on-site with additional core hours utilizing paid work experience and community service.
- TANF clients may have problems with fines, criminal history, and suspended driver's licenses, and unpaid child support obligations. Each of these has serious implications regarding their employability and retention. What specific steps will you take to minimize/reduce these barriers?
- An employer in your area has the types of positions that our clients need to obtain self-sufficiency. The employer has been reluctant to consider our clients for some time because of past experience. Detail how you would approach reluctant employers to increase the opportunity for employment by them.
- What motivational techniques will you employ to encourage participation with clients who may have a variety of attitudinal problems?
- The EARN program receives many referrals of "repeating" clients. These individuals have developed a pattern of enrolling and not meeting participation hours for a variety of reasons. They usually exhibit a pattern of low attendance and have a variety of excuses such as sick children, transportation issues, etc., and end up being terminated due to noncompliance. What methods would you use to ensure their successful participation?
- How would you serve a 25 year old TANF recipient who is six months pregnant, has no GED, no work history, and feels that she should not have to work due to her pregnancy (even though she does not qualify for a medical exemption)?
- What activities would you schedule for an extended TANF recipient who has some work experience and is interested in attending skill training?

- Describe in detail how you would observe and assess clients to determine whether or not they are ready to move on to the job search phase?

Welfare Programs

This RFP is intended to procure delivery of Welfare Program services for the Employment, Advancement and Retention Network (EARN) Welfare Programs. Guidelines, including participant eligibility requirements and program performance measures may be found at <http://www.inspiritec.org/BETPOnlineforum/index.htm>

Note: Intensive Case Management for the Welfare Programs will be provided by the SAP&DC Welfare Staff. Supportive services for program participants are processed by Case Managers and SAP&DC administrative staff and will not be subcontracted services.

Welfare Program Services

Proposers must plan to provide the following Welfare Program Services:

- **Assessment**
The contractor must provide assessment to measure basic skills educational levels (literacy, numeracy), as well as administering career interest and aptitude testing. Proposers must clearly describe what testing instruments will be utilized and the type of results to be reported.
- **Vocational Educational Activities**
See guidelines for description of required services. Intensive vocational skills training is usually sub-contracted separately. However, bidders must design a two to four week “lite skills” training curriculum to be used to provide general skills and to allow time for assessment of participants’ job readiness.
- **Job Search and Job Readiness Classes**
See guidelines for description of required services.
- **Job Development**
See guidelines for description of required services.
- **Paid Work Experience**
See guidelines for description of required services.
- **Community Service**
See guidelines for description of required services.
- **Subsidized Employment**

See guidelines for description of required services.

- Job Skills Training Directly Related to Employment
See guidelines for description of required services.
- Education Directly Related to Employment
See guidelines for description of required services.
- Job Retention Services
The post-placement phase begins on the date a participant starts the unsubsidized employment which is being claimed toward the achievement of the performance standards. Services may include any of the above listed activities, but should be enhanced by additional activities specifically designed to identify employment barriers and encourage employment retention. In addition, contractors may plan to use program funds to provide incentives and awards when participants reach employment benchmarks, as motivational tools to ensure employment retention, job advancement, increase in work hours, securing medical benefits and increased hours. Cash incentives to participants are prohibited.

Additional Considerations

In describing their method of service delivery, proposers must consider the following program operation issues:

- Direct Service Teams: A Direct Service Team (DST) in each county oversees the provision of program services and the participation of each welfare program participant. The DST consists of representatives of the CAO and the BWDP/CareerLink, as well as the SAP&DC Case Manager. The DST must approve all activities and services provided to program participants, as well as approving their initial service plan, changes to the plan, and program placement or termination. Contractors will be invited to participate in the weekly or bi-weekly DST meetings.
- Job Development: Job development is an integral part of provision of services. Contractors must employ a job developer who will work to develop employment specifically for program participants who are in the pre-placement phase or in post-placement if they have lost their job or need to advance or increase their hours. Job developers must attend DST meetings.
- Supportive Services: Supportive services are processed by SAP&DC case managers according to the needs of program participants and are not permitted to be provided by contractors. Contractors may make recommendations to the Case Manager or DST if they determine that a client is in needs of a particular supportive service.
- Participation Requirements, Flexibility in Hours of Program Services, and Time and Attendance Documentation:
TANF participants are required to participate for a minimum number of hours per week in core and/or non-core activities throughout their enrollment. Contractors must design their programs to allow for maximum flexibility in the provision of services in order to enable clients to participate their required number of hours. Proposals must

show how make-up time will be made available to enable clients to meet their monthly participation requirements. Contractors must also follow strict time and attendance documentation regulations in order to meet State monitoring requirements.

- Individuals with Limited English Proficiency: No individual may be denied Welfare Program Services because of Limited English Proficiency. Contractors must show their plans to provide activities and services to these individuals. Subcontracting is permitted.
- Confidentiality Requirements: Contractors must ensure that any information about a participant be kept confidential unless consent is received in writing from the participant. Proposers must describe their procedures to maintain confidentiality.

Unique Strategies/Creativity

- Provide details to show your agency's unique strategies and creative approach to providing services to welfare clients and meeting welfare program performance standards.

Identification and Ability to Meet the Needs of the Targeted Population

- Provide evidence of familiarity with the needs of the local welfare population.
- Provide evidence of familiarity with the local economic/employment situation and local labor market information, as well as how that information will be utilized in effectively serving the target population.
- Provide evidence of experience and success in providing welfare employment and training services in the local area.

VIII. Program/Service Delivery

The effective and efficient delivery of the services described in the previous section and in the program guidelines requires an in-depth understanding of Welfare Program eligibility requirements as described in Appendix 1 of this RFP as well as the Welfare Program Guidelines. It also requires the contractor to have the necessary tools, processes, and procedures in place to deliver services effectively and ensure success. Your proposal should address the following specific aspects of the service delivery process:

Performance Measurement

Welfare Program performance standards are State and Federally mandated and may be found on the aforementioned website.

To ensure program compliance and performance, an effective management system must have a process that verifies progress in attaining established performance objectives. Describe the following relating to performance measurements:

- Demonstrated commitment to achieving and surpassing all mandated performance measures;
- Identification of additional performance indicators to measure program impacts and evaluate success;
- Evaluation methods for tracking and ensuring that performance measures are met;

- Internal systems to identify operational problems, deal with staff and/or customer complaints, and take appropriate corrective action to improve performance issues as necessary.

Monitoring

If the proposer plans to sub-contract program services, the successful contractor will be required to closely monitor the activities of any and all subcontractors involved in Welfare Program activities. Monitoring should review contract activity, focus on the issues of achieving participant service objectives and operational effectiveness, as well as fiscal and program compliance. Monitoring should identify strengths and weaknesses of subcontracted services and propose corrective action for improvement. Include a description of subcontractor monitoring that includes the following:

- Methods of continuous communication and coordination with subcontractors;
- Processes and procedures for monitoring the fiscal compliance and programmatic performance of subcontractors;
- Evaluation methods for tracking and ensuring that subcontractor performance measures are met;
- Systems to identify operational problems, deal with staff and/or customer complaints, and take appropriate corrective action to improve subcontractor performance issues as necessary.

IX. References (1 page)

The Respondent should include a list of at least three professional references involved in welfare-related activities. The references must include organization name, point of contact, contact information, and a brief description of the relationship with the Respondent.

X. Attachments (no page limit)

All proposals MUST include the following attachments:

- SAP&DC General Provisions Acknowledgement (included as Attachment E to this RFP) for the proposer and all partners/subcontractors signed by the proposer's and all partners'/subcontractors' authorized signatory authorities. This individual should typically be the Director, President or Chief Executive Officer of the organization or any individual who has the authority to negotiate and enter into and sign contracts on behalf of the proposer's organization.
- Audited Financial Statement;
- Management Letter of the Organization (if issued);
- Partnership/Consortium Agreement (if applicable).

3.6 Proposal Evaluation Process

The selection of all Welfare Program service providers will be made on a competitive basis. All responses to this RFP must be responsive to all requirements in this RFP and received on time in

order to be considered by the LMC. The organization considered must possess the highest standards of integrity and business ethics. Awards will be made based on best overall value to result in the most advantageous alternative to the LMC and the welfare program participants in the Southern Alleghenies Region.

Rules that apply to the selection and award of contracts or services procured under this RFP include:

- All proposals considered must be received on time and be responsive to the RFP.
- Positive efforts shall be made to utilize small, minority and female owned or operated organizations in the provision of welfare services. These efforts shall allow those sources maximum feasible opportunity to compete for welfare program service contracts.
- Awards of Contracts shall be made only to “Responsible Contractors” who have demonstrated competence and qualifications, including: a satisfactory record of past performance, contractor integrity and business ethics, fiscal accountability, financial and technical resources, and ability to meet the requirements of this RFP, the Welfare Program, WIA, and Commonwealth of Pennsylvania Unified Plan goals and guidelines.
- Providers not complying with Section 504 of the Rehabilitation Act of 1973 and the Federal Drug-Free Workplace Act of 1988, and those not prepared to comply with the Americans with Disabilities Act shall not be awarded a contract.
- Proposers are expected to comply with all federal, state and local employment laws including the Naturalization and Immigration Act of 1986, which establishes eligibility to work in the United States.

The LMC has defined a fair and objective system for the evaluation of proposals and award of contracts under this solicitation. The evaluation of responses will be conducted as follows:

Phase I - Staff Review

An initial screening of proposals will be performed by SAP&DC staff to ensure that submissions are responsive to this solicitation, conform to its requirements and are acceptable for full review. A standard initial screening instrument will be utilized. Any proposal not meeting all of the specified minimum standards will be considered non-responsive and will be given no further consideration. Proposals meeting all of the specified minimum standards will be forwarded to the designated LMC members for a full review and evaluation.

A proposal must meet the following minimum standards to be considered for funding. The proposal must:

- have been received by **4:00 PM EST on Tuesday, April 13, 2010** via mail or hand delivery;
- include one (1) original and five (5) additional complete copies plus an electronic copy submitted via e-mail;
- be complete with all required signature forms signed by the proposer’s and all partners’/subcontractors’ authorized signatory authorities;
- be submitted by an eligible proposer as described in Section 2.6, Qualifications for Proposers;

- meet the proposal requirements contained in Section 3.0, Proposal Instructions;
- include a signed copy of General Provisions for the contractor and all subcontractual partners;
- contain most recent Audited Financial Statement and Management Letter (if issued) of the Organization;
- not contain evidence of real or apparent conflict of interest;
- provide all required services for the entire county.

The Minimum Standards Review Checklist is provided as Appendix 5 of this RFP.

Phase II – Local Management Committee Review

LMC members and SAP&DC staff will conduct a full review of all proposals meeting the minimum standards. In counties where more than one submitted proposal meets the minimum requirements, LMC members will review all proposals for the county and rank them according to the Proposal Review Criteria as provided in Attachment. LMC members who are providers or potential subcontractors for welfare programs will abstain from participating in the review process. The LMC reserves the option to request that oral presentations be conducted before the entire LMC for the final selection.

The quantitative review will include scored criteria totaling 1000 points.

The qualitative review will include detailed, annotated strengths and weaknesses. In the event that oral presentations are requested, the qualitative review results and proposals for the top three proposers in each county (as determined by the quantitative review) will be distributed to the LMC members for review in advance of oral presentations.

Power Point presentations will not be permitted during the oral presentations.

The Phase II Proposal Rating Criteria is included as Appendix 6 of this RFP.

Phase III – SAP&DC’s Board of Directors Approval

Following approval by the LMC, the SAP&DC’s Board of Directors will authorize execution of the resulting contracts.

4. General Contract Information

4.1 Contractual Information

All LMC/SAWIB grantees/contractors secured from this Request are considered to be subrecipients as defined in OMB Circular A-133. The LMC/SAWIB may refer to the agreement between itself and the service organization as a “grant” or “contract”, although it will be understood to be a subgrant for services, and all federal or state requirements applicable to the LMC/SAWIB will apply to LMC/SAWIB subrecipients.

Successful proposers must have the technical competence, expertise in management and administration, professional staff, and administrative and fiscal management systems to accomplish the goals and objectives stated in this RFP and meet high standards of public service and fiduciary responsibility. Proposers may be a partnership or consortium, but details of which member organization has fiscal responsibilities for any resulting contract and how any such partnership or consortium will operate must be worked out in advance, in writing, and included in the response to this RFP.

Subcontracting is encouraged. Any subcontracting must be specified in the proposal narrative and approval must be provided by the LMC/SAWIB prior to any contract execution. All procurement standards that apply to subrecipients must be followed by any subcontractors.

4.1.1 Contract Administration

Each proposer must name a responsible person within the proposing organization as Contract Liaison. This individual should be familiar with capabilities of the proposing organization, knowledgeable in contracting, including financial budgets, and have the authority to negotiate contractual issues on behalf of the proposer.

4.1.2 Legislative Authority

The governing laws for the Welfare Programs, WIA program and other applicable legislation can be accessed via the Internet. Some of the information is available at the following addresses:

1. Workforce Investment Act - <http://usworkforce.org>
2. USDOL (CFR & OMB CIRCULARS)
USDOL-ETA – WTW - www.doleta.gov/
Federal Web Locator - www.law.vill.edu/Fed-Agency/fedwebloc.html
3. Pennsylvania Workforce Information Network - www.paworkforce.state.pa.us
4. Welfare Program Regulations -
<http://www.inspiritec.org/BETPOnlineforum/index.htm>
5. PA DPW – www.dpw.state.pa.us
6. SAWIB - www.sawib.org

4.1.3 Applicable Statutes, Rules and Regulations

Programs and activities solicited via this RFP are governed by the Welfare Program Regulations and the Workforce Investment Act (WIA), Public Law 105-220, and Pennsylvania Executive Order 1997-7.

SAWIB subrecipients must comply with cost principles and administrative requirements set out in the federal OMB Circulars A-21, A-87, A-102, A-122, and FAR Part 31, as promulgated by the Bureau of Workforce Investment Financial Management Technical Assistance Guide. Programs and activities solicited via this RFP are governed by the Final Rule, 20 CFR Part 626, et, al., the Department of Labor (DOL) Workforce Investment Act of 1998 policies, applicable Federal and state rules and regulations, and SAWIB policies governing WIA.

4.1.4 Accessibility

Contractors are required to ensure that all facilities are in compliance with the requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 with respect to physical and program accessibility.

4.1.5 Nondiscrimination and Equal Opportunity

Contractors must conduct all programs in accordance with provisions of the following laws, as they apply to specific programs or activities:

- Titles VI and VII of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Title IX of the Education Amendments of 1972, as amended;
- The Age Discrimination Act of 1975, as amended;
- Americans with Disabilities Act of 1990, as amended;
- Non-traditional Employment for Women Act of 1991, as amended;

and with all applicable rules and regulations issued under these laws. Contractors will not deny benefits of any program, activity or service to any person, and are prohibited from discriminating against any employee or applicant for employment, because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief. Contractors will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

4.1.6 Type of Contract/Compensation Methodology

The contract developed pursuant to this RFP will be negotiated to result in reasonable contractor risk and provide the subrecipient with the greatest incentive for efficient and economical performance. Performance –based contracts will be awarded, as required by the Department of Public Welfare, however, the LMC reserves the right to negotiate the contracting arrangements to include such contract types as firm fixed-price, fixed-price incentive fee, and cost plus fixed-fee. Thus, at any point during contract performance, the contract may consist of more than one type of arrangement, as mutually agreed upon by the parties. In addition, contract requirements and provisions will be subject to change based on any changes imposed by the State Department of Public Welfare. The current plan for performance-based payments is as follows:

- The contractor may earn incentive payments of up to a fixed amount per calendar quarter, for the first three quarters of the program year based upon the contractor's performance.

Contractors must have financial resources or the ability to obtain financial resources sufficient to meet their cash flow needs for a minimum of a four-week period.

4.2 Fiscal Information

4.2.1 Financial Management Standards

Financial systems - General requirements:

LMC/SAWIB contractors must have financial systems that, at a minimum, meet the following standards:

(A) GAAP. In accordance with generally accepted accounting principles, financial systems must include: (a) information pertaining to any subgrant or contract awards, obligations, unobligated balances, assets, expenditures, and income, (b) effective internal controls to safeguard assets and assure their proper use, (c) a comparison of actual expenditures with budgeted amounts, (d) source documentation to support accounting records, and (e) proper charging of costs and cost allocation.

(B) Sufficient system. Financial systems must be sufficient to (a) permit preparation of required reports, (b) permit the tracking of funds to a level of expenditure adequate to establish that funds are allocated appropriately and have not been (will not be) used in violation of the applicable restrictions on use of such funds, (c) track encumbrances; and (c) permit the tracing of program income, potential stand-in costs, and other funds.

(C) Accrual accounting. Financial systems are to be designed in order to report contract costs as accruals or modified accruals.

The LMC/SAWIB reserves the right to review the adequacy of the financial management system and participant data system of any contractor as part of a pre-award review or at any time subsequent to the award.

4.2.2 Cost Principles and Allowable Costs

To be allowable, a cost shall be necessary and reasonable for the proper and efficient administration of the program and be allocable to the program. Costs of another Federal Grant, WIA Program, Welfare Program, or cost category may not be shifted to a contracted welfare grant, subgrant, program, or cost category to overcome fund deficiencies, avoid restrictions imposed by law or grant agreements, or for other reasons. Allowable cost principles are established in OMB Circular A-87, A-122, and FAR Part 31.

4.2.3 Indirect Costs

The LMC/SAWIB may place a limitation on the amount of funds in any grant/contract that may properly be charged to the administrative cost category. This limitation may vary with the source of the funds and will be negotiated with the contractor.

4.2.4 Profit Margins

Profit margins will be negotiated only with for-profit organizations. A fair and reasonable profit will be determined with consideration to the following: 1) complexity of work; 2) risk borne by contractor; 3) contractor's investment and; 4) quality of past performance.

4.2.5 Monitoring

With or without prior notice and at any time during normal business hours, and as often as deemed necessary, PA Department of Public Welfare Staff, SAP&DC Staff, Bureau of Workforce Investment, Auditor General's Office, U.S. Department of Labor, or any of their duly authorized representatives shall have access to any books, invoices, payrolls, timesheets, or any other records or papers of the contractor which are related to a specific grant program for the purpose of verifying funds under contract as a result of this procurement have been expended and accounted for in accordance with all applicable laws and regulations.

4.2.6 Audit

The Single Audit Act Amendments of 1996 provide uniform audit requirements that apply to all non-federal entities that receive federal financial assistance and federal awards. For purposes of audit, a non-federal entity is defined as any state, local government, or non-profit organization administering or passing through federal financial assistance funds.

The 1996 Amendments have established a new threshold for single audits. For fiscal years beginning on or after July 1, 1996, any non-federal entity that spends \$300,000 or more in federal funds within its fiscal year is required to have a single audit. The \$300,000 threshold will be determined by the aggregate of the annual expenditures from all federal funding sources. The costs of audits performed in order to comply with the Single Audit Act Amendments of 1996 are allowable costs provided the \$300,000 annual federal expenditure criteria is met.

A commercial contractor (private for profit) that receives \$25,000 or more a year in federal or state funds shall have either a program specific audit, or an organization-wide audit that includes the publicly funded program within its scope.

A complete copy of the most recent audit, all management letters, and the organization's responses must be included as an attachment to the proposer's bid.

4.2.7 Bonding

A fidelity bond shall be maintained by the contractor and the SAP&DC shall be the beneficiary of that bond. If the contractor desires to receive an advance of funds, bonding is required. Every officer, director, agent or employee of contractor or subrecipient for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other

instruments of payment for program costs, shall be bonded to provide protection against loss. The amount of coverage shall be the higher of \$100,000 or one-half of the total contract amount for each employee of the contractor who will handle the funds received or disbursed. Copies of the bond and any changes shall be provided to the SAP&DC.

4.2.8 Insurance

Proof of insurance is not a requirement for submission, but offerors should be aware that no work may begin under a contract funded through this program until the required insurance has been obtained and proper certificates (or policies) are filed with the SAWIB. Before submitting a proposal for funding, the agency should contact its insurance agent to determine if it can obtain the required coverage.

The contractor is required to carry a general liability insurance coverage for the institution sufficient to cover any liability that may arise from the performance of this contract. General liability insurance should cover bodily injury and property damage to a third party and personal injury; \$500,000 each occurrence or one million dollars aggregate is required. A reasonable deductible is allowed, not to exceed \$10,000.

The contractor is required to carry Workers' Compensation Insurance coverage for all employees. The minimum acceptable coverage is \$1,000,000 bodily injury by accident and bodily injury by disease with a \$1,000,000 bodily injury by disease policy limit.

If the contractor uses motor vehicles in conducting activities under this contract, liability insurance covering bodily injury and property damage shall be provided through a commercial insurance policy. Such insurance shall provide a minimum coverage of:

- \$100,000 liability per occurrence
- \$300,000 aggregate liability
- \$100,000 property damage
- Personal Injury Protection
- Uninsured Motorist Protection
- Maximum \$500 Deductible

If self-insured, the contractor warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this contract.

4.2.9 Property Management Standards

SAWIB contractors must maintain, manage, and dispose of any property purchased with workforce funds in accordance with the SAWIB's policies. Title to all non-expendable property purchased with funds from a SAWIB contract is considered to be the property of the contractor until all contractual obligations cease or the property is dispersed.

4.2.10 Records and Records Retention

Contractors are required to retain all records of a program year for a minimum of four years past the date upon which LMC/SAWIB accepts a grant/contract close out.

4.2.11 Other Specific Guidance

Additional requirements include:

- Facilities: Adequate facilities are in place to house existing operations.
- Furnishings and Equipment: Sufficient equipment is in place for provision of welfare program services, including fax machines, telephones, furniture, copiers, and computer systems. The equipment will be maintained by contractor. Software updates and changes may be made periodically by the contractor. Prior to the procurement of any additional furnishings and/or equipment, the contractor will submit a written and itemized request to the LMC/SAWIB. No action may be taken to procure any equipment and/or furnishings without prior approval of the written request by the LMC/SAWIB.
- Personnel: It is a goal of the LMC/SAWIB to place the greatest amount of public funds possible into direct service to the clients in the Southern Alleghenies Region. To further the success of that goal, a ceiling percentage of funding used for operational purposes will be included in the final contract.

4.2.12 Reporting Requirements

Contractors will be required to provide financial reports to SAP&DC on a regular, monthly basis in such detail and on such forms as required by the Fiscal Agent. The deadline for each month's financial report will be the 18th day of the month following the month for which the report is made. Failure to make reports on time may result in de-obligation of funds or termination of contracts.

4.2.13 Grant/Contract Advances

The LMC/SAWIB may authorize grant/contract advances to certain contractors, provided the contractors have and maintain sufficient financial systems and demonstrate the need for advance funds. Advances will not exceed 20% of the total contract amount and will be liquidated within 60 days of the date of the advance.

4.2.14 Other Requirements

The following information must be submitted during contract negotiations before final contract executions, but is NOT required to be submitted with the proposal:

- Certificate of non-profit incorporation, if applicable;
- the agency's Articles of Incorporation or organizational documents;
- a copy of agency's current by-laws;
- a copy of the agency's travel reimbursement policies, if travel funds are requested;
- a copy of the agency's personnel policies, including terms and conditions for employment, compensation and fringe benefits, holidays, vacation and sick leave, travel, conflict of interest, and employee grievance procedures.
- The successful proposer will be required to maintain automated and/or paper records of customer activity, financial management, property, procurement, plans, policies and procedures, internal and external evaluations and performance. In the event the contract is not renewed or is terminated, the current contractor agrees to provide any and/or all of the identified records to the LMC/SAWIB.
- The successful proposer agrees to comply with the program policies related to confidentiality.

5. APPENDICES

APPENDIX 1

Eligibility Criteria – Welfare Programs

EARN WORK SUPPORT COMPONENT (WSC)

To be eligible for enrollment in the WSC program, individuals must be an adult applicant who is TANF eligible and must meet one of the following criteria:

- Is required to participate in work/work activities;
OR
- who volunteers.

In two-parent households where one parent is exempt or has good cause, the non-exempt parent will be required to participate in the WSC program.

Additional WSC eligibility details may be found in the EARN guidelines at <http://www.inspiritec.org/BETPOnlineforum/index.htm>.

EARN CAREER DEVELOPMENT COMPONENT (CDC)

To be eligible for enrollment in CDC, individuals must meet one of the following criteria:

- Receive TANF at the time of enrollment; or
- Receive general assistance/food stamps, medical assistance/food stamps or non-cash assistance/food stamps; or
- Able-bodied Adult Without Dependents (ABAWD); or
- A non-assistance custodial or non-custodial parent of a child or children under the age of 18 who is/are not emancipated. The parent must have established parental responsibility or agrees to establish; or
- Otherwise referred or assigned to the CDC by the CAO.

Note: General Assistance clients without Food Stamps are NOT eligible to participate in the CDC.

CDC Service Percentages:

95 Percent TANF Requirement – No more than 95% of all individuals participating in CDC must be receiving TANF at the time of enrollment.

5 Percent Food Stamp Requirement – No less than five percent of all individuals participating in CDC can be receiving General Assistance/Food Stamps, medical assistance/food stamps or non-cash assistance food stamps. Also included in this food stamp group are the ABAWDS.

Additional CDC eligibility details may be found in the EARN guidelines at <http://www.inspiritec.org/BETPOnlineforum/index.htm>.

APPENDIX 2

Welfare Program Customer Flow Policy

Individuals are determined eligible for EARN WSC or CDC by the County Assistance Office (CAO) staff and are referred to the SAP&DC Case Manager. The Case Manager arranges for the client to begin services with the Contractor. The Case Manager, in consultation with the client, the CAO, the Contractor, and the Direct Services Team (DST), develops an Employment Development and Retention Plan (EDRP), including a schedule of planned activities, for the client. Contractors may not refuse to serve clients who are referred by the CAO.

APPENDIX 3

Southern Alleghenies Welfare Performance Measures for Contractors

Program	Minimum Performance Standard
EARN WSC Component	
Job Placement Rate	70%
Placement in Jobs with Medical Benefits	50%
Average Wage at Placement	\$8.00/hour
Pre-Placement Program Retention Rate	85%
EARN CDC Component	
Entered Employment Rate	70%
Placement in Jobs with Medical Benefits	50%
Average Wage at Placement	\$8.00/hour
Job Retention Rate	70%
Activity Compliance Rate	85%
Work Activity Rate	70%

APPENDIX 4

Southern Alleghenies Welfare Program Clients Served Statistics

Total welfare customers served in Blair County :

Program Year	Number of Participants
July 1, 2008 – June 30, 2009	392
July 1, 2007 – June 30, 2008	283
July 1, 2006 – June 30, 2007	457
July 1, 2005 – June 30, 2006	240

APPENDIX 6

PROPOSAL RATING CRITERIA

**SOUTHERN ALLEGHENIES WORKFORCE INVESTMENT AREA
LOCAL MANAGEMENT COMMITTEE**

Proposal Rating Criteria

PROPOSER: _____ **COUNTY:** _____

SERVICE: _____ **REVIEWER NUMBER:** _____

Maximum 1000 Points

Organizational Capacity	1	2	3	4	5	Avg.
a. Is the organization clearly described, including type of organization, management structure, organizational chart, and past experience? (50)						
b. Does the proposer demonstrate sufficient physical space to support all the activities as described in the proposal? (50)						
ORGANIZATIONAL CAPACITY TOTAL						

Staffing/Personnel Issues	1	2	3	4	5	Avg.
a. Rate the staff's education and/or equivalent experience with the target population. (50)						
b. Does the proposer clearly show what each staff person's responsibilities are, under the various activities? (50)						
c. Are there sufficient staff persons to provide the services being described? (50)						
STAFFING/PERSONNEL TOTAL						

Past Performance						
a. What is the proposer's historical rate of success in serving the target population in programs with similar goals and services – have they demonstrated their ability to meet performance standards? (50)						
PAST PERFORMANCE TOTAL						

Linkages	1	2	3	4	5	Avg.

a. Does the proposal indicate linkages to agencies providing services to a similar client base and a clear description of the linkage? (50)						
LINKAGES TOTAL						

Program Design/Consistency with Program Objectives	1	2	3	4	5	Avg.
a. With the recent decline in the local labor market, it has become increasingly difficult to place EARN participants into employment. The reality is that they are competing for the same jobs as many dislocated workers and others who have more training and/or experience. Describe in detail the research you have done into the local labor market, what specific employers and jobs you would target, and how you would customize job development efforts toward those jobs. (50)						
b. BETP emphasizes innovative work activities. Paid work experience and community service are core activities that can be used as all or part of the countable hours needed for compliance with work participation rate requirements. Detail your creative plan for accommodating clients at any time with additional core hours utilizing paid work experience and community service. (50)						
c. TANF clients may have problems with fines, criminal history, and suspended driver's licenses, and unpaid child support obligations. Each of these has serious implications regarding their employability and retention. What specific steps will you take to minimize/reduce these barriers? (50)						
d. An employer in your area has the types of positions that our clients need to obtain self-sufficiency. The employer has been reluctant to consider our clients for some time because of past experience. Detail how you would approach reluctant employers to increase the opportunity for employment by them. (50)						
e. What motivational techniques will you employ to encourage participation with clients who may have a variety of attitudinal problems? (50)						
f. The EARN program receives many referrals of "repeating" clients. These individuals have developed a pattern of enrolling and not meeting participation hours for a variety of reasons. They usually exhibit a pattern of low attendance and have a variety of excuses such as sick children, transportation issues, etc. and end up being terminated due to noncompliance. What methods would you use to ensure their successful participation? (50)						
g. How would you serve a 25 year old TANF recipient who is						

six months pregnant, has no GED, no work history, and feels that she should not have to work due to her pregnancy (even though she does not qualify for a medical exemption)? (50)						
f. What activities would you schedule for an extended TANF recipient who has some work experience and is interested in attending skill training? (50)						
g. Describe in detail how you would observe and assess clients to determine whether or not they are ready to move on to the job search phase. (50)						
DESIGN TOTAL						

General/Overall	1	2	3	4	5	Avg.
a. Does the proposer effectively show any unique strengths or creative strategies that will enable them to meet the performance standards? (50)						
GENERAL/OVERALL TOTAL						

Evidence of Research/Understanding of the Problem	1	2	3	4	5	Avg.
a. Does the needs assessment section of the proposal indicate that the proposer has researched the local welfare population and their unique needs? (50)						
b. Does the proposal address the basic characteristics of the area's economic and/or employment situation? (50)						
c. Does the proposer indicate familiarity with the local labor market and how labor market information will be used in placing participants? (50)						
EVIDENCE/UNDERSTANDING TOTAL						

TOTAL POINTS/AVERAGE						
-----------------------------	--	--	--	--	--	--

6. ATTACHMENTS

ATTACHMENT A

Bidder's Conference RSVP Form

**Request for Proposals
For
Delivery of Contracted Welfare Programs Services in Blair County
in the Southern Alleghenies Region of Pennsylvania**

**Friday, April 9, 2010
at 1:30 PM
at the SAP&DC Conference Room
541 58th Street
Altoona, PA 16602**

Please respond by the close of business on Friday, April 2, 2010

Name: _____

Organization: _____

_____ I will be attending the Bidder's Conference _____ Number Attending

Please complete this form and return to:

**Southern Alleghenies Planning & Development Commission (SAP&DC)
Attn: Regina Klevan, Welfare Program Manager
541 58th Street
Altoona, PA 16602
FAX: 814-949-6505
klevan@sapdc.org**

**Please submit questions in writing by close of business on
April 2, 2010.**

ATTACHMENT B

**Southern Alleghenies Workforce Investment Area
Welfare Program Services Proposal Cover Page**

1. Proposer Name: _____

2. Mailing Address: _____

3. Physical Address (if different): _____

4. Contact Person: _____ Title: _____

5. Telephone Number: _____ Fax Number: _____ E-Mail Address: _____

6. Tax/Legal Status:

Unit of Government Public, Non-Profit

State Private, Non-Profit

County Private, For-Profit

City Other

7. State of Incorporation: _____ Date Established: _____
Federal EIN: _____

8. Service County: _____

ATTACHMENT C

Southern Alleghenies Workforce Investment Area Welfare Services Proposal Checklist

The following attachments are included with the Request for Proposal:

- | | | |
|----|--|---|
| 1. | | Proposal Cover Page |
| 2. | | Proposal Checklist |
| 3. | | Proposal Narrative
I. Executive Summary
II. General Information/Organizational Capacity
III. Staffing Plan
IV. Past Performance
V. Fiscal Capability
VI. Linkages/Partnerships
VII. Program/Service Design
VIII. Program/Service Delivery
IX. References |
| 4. | | SAP&DC General Provisions Acknowledgement* |
| 5. | | Audited Financial Statement |
| 6. | | Management Letter of the Organization (if issued) |
| 7. | | Partnership/Consortium Agreement (if applicable) |

* Attachment E must be signed by each partner and/or intended subcontractor involved in the delivery of Welfare Program services as defined in the proposal.

ATTACHMENT D

SAP&DC GENERAL PROVISIONS

1. *Retention of Records.* The Proposer agrees to retain all records, reports, documents and files relating to this Agreement as follows:

- A. All financial and program records, including, without limitation, any supporting documents, performance information and applications, must be retained for a minimum of four years from the date of submission of close-out reports for each program year.
- B. If any litigation, claims or audits are begun prior to the expiration of the aforesaid four-year period, all records shall be retained until said litigation, claims or audits relating to those records have been resolved.
- C. Records relating to nonexpendable personal property acquired with funds pursuant to the Act must be retained for at least four years after final disposition of the property.

The Proposer shall maintain and store all records in a manner which will preserve their integrity as evidence in any appeal or other proceeding. The burden of production and authenticity of the records shall be on the custodian of the records. The Proposer must have a satisfactory plan for record recovery. The use of electronic media for the storage of records is allowable.

The SAP&DC, the Secretary of the Pennsylvania Department of Labor and Industry, the Department of Public Welfare, the Auditor General of the Commonwealth of Pennsylvania, the Auditor General of the United States or the Inspector General of the United States Department of Labor or any of their duly authorized agents or representatives shall be given access to any books, documents, papers and records (including computer records) of the Proposer including, without limitation, all invoices, electronically processes or stored data, materials, payroll records, records of personnel, conditions of employment and other data relating to all matter which are directly pertinent to charges to the SAP&DC in order to conduct audits and examinations, and said agents or representatives shall be permitted to make excerpts, transcripts, photocopies and the like as needed. This right includes, without limitation, timely and reasonable access to Proposer's personnel for the purpose of conducting interviews relating to such documents.

2. *Fiscal Requirements.* The Proposer agrees to follow the "uniform" fiscal and administrative requirements for grants and cooperative agreements for state and local governments or the common rule implementing OMB Circular A-110 as applicable to the SAP&DC and the Proposer.

3. *Out of District Travel.* The Proposer agrees, in all instances, to obtain prior approval from the SAP&DC prior to incurring any out of district travel charges under this Agreement. If the Proposer does not have a particular policy, federal travel regulations will prevail. Foreign travel shall not be permitted or reimbursed under any circumstances.

4. *Property Management.* The Proposer shall comply with the property management standards set forth by the Federal Government pertaining to the SAP&DC and the Proposer. The Proposer agrees to obtain prior approval from the SAP&DC prior to purchasing any equipment in excess of \$500.00 except for computer hardware, data processing equipment and software, which requires written approval from the SAP&DC regardless of costs. Any item of unit cost of \$500.00 or more shall be supported by three written quotations from vendors on their letterhead. The Proposer shall comply with formal bidding procedures as established by the Federal Government as applicable. The Proposer agrees to submit a copy of the invoice for any equipment purchased to the SAP&DC after the purchase is made. The Proposer also agrees to notify the SAP&DC of purchases of tangible personal property with a value of \$100.00 to \$499.00. The Proposer shall be provided with property identification tags by the SAP&DC for all tangible personal property valued in excess of \$500.00. Each year, the Proposer will submit a completed Annual Property Inventory Form.

5. *Leases.* The Proposer shall not enter into any lease agreements unless said lease agreements are submitted to the SAP&DC in advance and approved in writing by the SAP&DC.

6. *Bonding.* The Proposer agrees to bond all of its officers, directors, agents and employees who are authorized to act on behalf of the Proposer for the purpose of receiving or depositing funds forwarded by the SAP&DC to the Proposer or for issuing financial documents, checks or other instruments or payment for costs. The amount of the bond shall be the higher of \$100,000 or one half of the total contract amount.

7. *Labor Compliance.* The Proposer agrees, that for all work sites which have collective bargaining unit agreements, the Proposer shall submit to the SAP&DC proof of consultation and concurrence from the applicable bargaining unit for the Proposer's participation in the Workforce Investment Act Program covered by this Agreement.

8. The Proposer represents and warrants the statements contained in the section. This means that the Proposer promises to the SAP&DC that these statements are true and that the Proposer stands behind the truth of these statements.

A. The Proposer is familiar with the Workforce Investment Act as it presently exists, and all applicable regulations as they presently exist and ensures and agrees that it shall fully comply with the Workforce Investment Act and all applicable federal and state regulations presently in existence or hereinafter enacted or promulgated and shall also comply with the Strategic and Operational Plans submitted by the SAP&DC as approved by the Department of Labor and Industry.

- B. The Proposer presently is and shall remain in compliance with all requirements with all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to this Agreement and shall faithfully observe all such statutes and regulations, including, but not limited to, providing a drug free workplace and shall certify its drug free status.
- C. The Proposer, as a recipient of federal assistance funds, hereby certifies, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by the Commonwealth of Pennsylvania, any other state or the Federal Government.
- D. To the extent that Proposer shall be providing direct services to youth, Proposer shall require staff members having any contact with said youth to obtain Act 34 and Act 151 clearances, and shall submit proof of the same to the SAP&DC prior to providing services to said youth.
- E. The Proposer does not know of any Litigation or Governmental proceeding pending or threatened against the Proposer regardless of the nature or amount in controversy that would have a material effect on the ability of Proposer to perform its duties and obligations under the terms of this Agreement.
- F. The Proposer will not discriminate against any employee, any applicant for employment, any participant in the program operated pursuant to the terms of this Agreement because of race, religion, color, national origin, sex or age.
- G. The Proposer shall comply with the Americans with Disabilities Act at any site operated by the Proposer pursuant to the terms of this Agreement.
- H. The Proposer has not, and shall not, charge any fee to any person receiving services under the terms of this agreement; nor shall the Proposer accept any gratuity, favor or the like for any person receiving services under the terms of this agreement.
- I. The Proposer agrees that all Welfare Program funds may not be spent on the employment or training of customers in sectarian activities.
- J. The Proposer agrees that it is an unlawful discriminatory practice for any employer, because of the sex of any person, to discharge, refuse to hire, or otherwise discriminate against that person with respect to any matter directly or indirectly related to employment.
- K. The Proposer agrees to enroll only those individuals for whom a referral and eligibility determination have been made by the County Assistance Office. Since the Proposer is not responsible for eligibility determinations, the Proposer along with the SAP&DC agree to look only to the County Assistance Office in the event of an improper eligibility determination.

- L. The Proposer shall provide workmen's compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workmen's compensation as required by law for its employees and those that are receiving services specific to these provisions.

9. *Lobbying.*

- A. The Proposer hereby certifies and agrees that no funds provided to it by the SAP&DC shall be expended by the Proposer to pay any person for influencing or attempting to influence any officer or employee of any state or federal agency, a member of congress, an officer or employee of an agency of state or federal government, in connection with any of the following federal actions: the awarding of any federal loan, the making of a federal grant, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- B. If the Proposer engages in lobbying activities for covered federal actions utilizing funds other than those provided by the SAP&DC, the Proposer shall, within fifteen days of the initiation of lobbying activities, file with the SAP&DC a disclosure report on Form LLL "Disclosure Form to Report Lobbying".

10. *Tax Returns.* The Proposer agrees to file all federal, state and local tax returns and pay all taxes due in connection therewith, as said obligations come due through the terms of this Agreement. If requested by the SAP&DC, the Proposer shall submit evidence that all returns have been filed on a timely basis and that all payments required under those returns have been paid on a timely basis.

11. *Audit.* The Proposer agrees to contract for and submit to the SAP&DC an audit of its receipts and expenditures within nine months of the Proposer's year-end. The audit shall be conducted in compliance with audit guidance appropriate to the organization type.

12. *Protection of Clients.* The Proposer agrees that it will not at any time bill the recipient of any services under this Agreement for funds not received by the Proposer from the SAP&DC due to the Proposer's violation of any provisions in the contract or due to the unavailability of Welfare Program Funds to the SAP&DC.

13. *Termination.* The SAP&DC may terminate this Agreement in whole or in part if the SAP&DC, in its sole discretion, determines that the Proposer has failed to provide the enrollee with the training services required of them under this contract or fails to make progress in accordance with the terms of its program proposal. If the SAP&DC chooses to terminate this contract, said termination shall be effective 30 days after receipt by Proposer of written notice from the SAP&DC of its intent to terminate this contract. The SAP&DC agrees to pay Proposer the reasonable cost of all work completed up to the date of termination set forth in the aforesaid written notice.

14. *Grievances.* The Proposer agrees to comply with the grievance provisions set forth in the Workforce Investment Act and Welfare Program Regulations and to advise all recipients of services under this Agreement of the grievance procedure established by the SAP&DC pursuant to the Act. All individuals receiving services from the Proposer shall be afforded an opportunity to participate in the grievance procedure established by the SAP&DC should appropriate circumstances dictate.

ATTACHMENT E

SAP&DC GENERAL PROVISIONS ACKNOWLEDGEMENT

Proposer/Subcontractor: _____

Address: _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Please complete and return with proposal.