

**Genesee, Livingston, Orleans, Wyoming
Workforce Development Board (GLOW WDB)**

**REQUEST FOR PROPOSALS (RFP)
For
WIOA TITLE IB ADULT, DISLOCATED WORKER, AND
YOUTH SERVICES**

**For the Period of
July 1, 2023 through June 30, 2024
with an option to renew the contract for three years based
on funding availability and performance**

***ISSUE DATE:* January 19, 2023**

**BIDDER'S CONFERENCE:
Wednesday, February 1, 2023, 1 pm – 3 pm
(No virtual services)**

**QUESTION & ANSWER PERIOD:
Release of RFP, 1/19/23 through 2/16/23
RESPONSE DEADLINE: February 16, 2023 (Postmarked)**

**For the complete RFP go to: www.glowworks.org to link on Home Page:
GLOW RFP FOR WIOA TITLE IB ADULT, DLW, YOUTH SERVICES**

or contact: Michele Nichols (585 344-2042 ext. 4239)

or E-mail: mnichols@co.genesee.ny.us

EXECUTIVE SUMMARY

The GLOW Workforce Development Board (WDB) is requesting proposals to provide WIOA Title I Adult, Dislocated, and Youth services in the local workforce area effective July 1, 2023 to June 30, 2024 with the option to extend the contract based on performance and funding availability.

The GLOW WDB is looking for entities that have trained staff that can regularly meet Federal performance measures and compliance requirements, establish relationships with local businesses and workforce partners, and have demonstrated a commitment to developing the workforce in the GLOW workforce development area.

RFP PROCUREMENT SCHEDULE [dates are subject to change]

RFP Issue Date:	January 19, 2023
Bidder's Conference:	Wednesday, February 1, 2023 Genesee County Career Center Conference Room A 587 East Main Street, Suite 100 Batavia, NY 14020 1:00 pm - 3:00 pm
Questions & Answer Period:	January 19, 2023 through February 9, 2023
RFP Due Date:	February 16, 2023 (postmarked and electronic copy emailed to mnichols@co.genesee.ny.us)
RFP Review:	February 22, 2023 – March 3, 2023
GLOW WDB Finance Committee Approval:	March 14, 2023
GLOW WDB Approval:	March 21, 2023
Award Notice:	March 23, 2023
Contract Development:	March 24, 2023 – June 30, 2023
Target Contract Start Date:	July 1, 2023

TYPE OF CONTRACT AND AVAILABLE FUNDS

GLOW plans on awarding up to four (4) contracts with between \$1.1 to 1.3 million for Title I B Adult, DLW, and Youth services to cover salary/fringe, basic operations, staff development, and administrative costs. The contracts may be a consortium or a single entity. If fewer than four contracts are awarded, the award amounts will be adjusted to allow GLOW to award the full amount. All Training and Supportive Service will be held by the GLOW WDB. Reimbursement is on a cost basis.

The costs for Anticipated Funding Award Range for Staff and Operational Costs Per County

COUNTY	ADULT/DLW	YOUTH	TOTAL
GENESEE	\$180,000 - \$210,000	\$102,000 - \$118,000	\$282,000 - \$328,000
LIVINGSTON	\$245,000 - \$284,000	\$120,000 - \$134,000	\$365,000 - \$418,000
ORLEANS	\$190,000 - \$220,000	\$79,000 - \$91,000	\$269,000 - \$311,000
WYOMING	\$167,000 - \$194,000	\$85,000 - \$98,000	\$252,000 - \$292,000
GLOW	\$782,000 - \$ 908,000	\$386,000 - \$441,000	\$1,168,000 - \$1,349,000

The contract range amount listed is not an absolute, but rather represents the range of anticipated contract amounts. The contract range is being offered solely to give parameters and guidelines to potential bidders. If contracts are granted or extended, the amount awarded may increase or decrease proportionally based on funding availability.

Process for Training Requests for Adult, DLW, and Youth Funds:

All training requests must follow the GLOW WDB Individual Training Accounts, On-the-Job Training, and Customized Training, and Supportive Service policies (can be found at www.glowworks.org, About GLOW WDB, Policies. Prior to approval of any Adult, DLW, or Youth Training, staff will have completed the following activities:

- An eligibility intake (DEV) - including all the necessary documents in the customer file, and enrollment in OSOS with case notes documenting eligibility.
- Objective Assessment
- A completed Individual Service Strategy signed by the participant
- The participant must be assessed for supportive services
- Training outline developed

Once the Service Provider has completed the required activities listed above, they will complete the GLOW WDB Training for Adult and DLW WIOA Funds Approval Form and submit it to the Executive Director of the GLOW WDB for final approval and payment before the training starts. The funds will then be moved from the unallocated line to the appropriate service provider budget and budget line. Service providers will be able to pay the invoice, order cash, and report this on a monthly basis. The amount of training costs paid for on behalf of each service provider will be tracked and reported to the Board and the service providers periodically.

ELIGIBLE RESPONDENTS/CONTRACTOR COMPETENCY

Private and public, for-profit and not-for-profit agencies, Community Based Organizations (CBO's), Faith-based Organizations, or other entities are eligible to respond to this RFP and compete for WDB funding. Bidders may be made up of a consortium. If a consortium will be used to deliver services, such consortiums must have all consortium agreements in place prior to submission of the proposal. See more on consortiums under consortium section in this RFP. **Bidders may apply for Youth Services only and/or Adult and DLW Services only or for all funding programs.**

CONTRACT PERIOD

Contracts negotiated as a result of this request may commence on July 1, 2023 and end on June 30, 2024. Three-year contract extensions past June 30, 2024, may be considered, depending on satisfactory annual performance of contract conditions, and at the discretion of the GLOW WDB.

PROPOSAL EVALUATION CRITERIA - The following criteria will be used to evaluate all proposals:

A. Proposal Rating

All proposals received by the deadline will be read and rated by a review committee. The average scores from the raters for the qualified proposals will be ranked numerically to develop a ranked list for each program.

- 1) **Design and Responsiveness of Program – 70 Points**
- 2) **Qualifications of Bidder -- 60 Points**
- 3) **Costs -- 60 Points**
- 4) **WIOA Services - 10 Points**

The proposals that are most advantageous to the GLOW WDB in terms of both quality and cost will be recommended for contract negotiations. Proposals must include a plan to deliver services to customers. The Contractor has the responsibility to perform within all federal and state laws and regulations. The GLOW WDB and Grant Recipient will be performing monitoring and oversight.

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ATTACHMENTS

- GLOW WIOA PROPOSAL COVER PAGE
- GLOW WIOA PROPOSAL BUDGET WORKSHEET

Please include Latest Audited Financial Statements (if applicable)

I. BACKGROUND

The GLOW LWDA consists of Genesee, Livingston, Orleans and Wyoming Counties with over 203,000 residents. The GLOW area has several emerging or in-demand sectors including Healthcare, Advanced Manufacturing, Arts, Entertainment and Recreation, Trades, Construction, and Agriculture. Within these sectors there are a variety of employment opportunities for our job seekers that include General and Operations managers, Computer User Support Specialists, Electrical and electronics Engineering Technicians, Electronic Engineering Technologist, Manufacturing Production Technicians, Registered Nurses, Licensed Practical and Licensed Vocational Nurses, Home Health Aides, Nursing Assistants, Food Preparation Workers, Farmworkers, Maintenance and Repair Workers, Computer Controlled Machine Tool Operators, Metal and Plastic, CNC Machine Tool Programmers, Welders, Diesel Mechanics, Metal and Plastic, Machinist, Heavy and Tractor-Trailer Truck Drivers, as well as Entrepreneurial interests in these sectors.

Industry Sector	Top 10 most in-demand occupation per industry sector				Median Annual Wage for Sector
	Current Openings (4/22)	Current Applicants (4/22)	Total Employment (4/22)	Projected Annual Openings *	
Manufacturing (includes all three priority subsectors)	1,543	1,015	55,070	6,839	\$75,354 - \$82,131
Construction	240	647	20,000	2,238	\$67,600
Health	1,978	746	47,900	4,478	\$51,500
IT	1237	739	30,580	3,657	\$94,051
Agri-business	Data not reliable for agribusiness given many occupations are found in multiple industry sectors. However, between dairy production, agriculture & beverage manufacturing, there are a projected 1,343 jobs available in the sector**				\$48,177
<p>* SOURCE: New York State Department of Labor Long-Term Occupational Employment Projections, 2018-2028</p> <p>** SOURCE: Finger Lakes Workforce Development Board analysis of Chmura Jobs EQ data, June 2022</p>					

The GLOW Workforce Development Board has identified the following as high demand sectors:

- **Manufacturing**
- **Health Care**
- **Travel/Tourism**
- **Skilled Trades**
- **Agriculture**

Strategic Skills that the GLOW Workforce Development Board has prioritized for development include:

- **Entrepreneurial**
- **Customer Service**
- **Work Ethic**
- **Basic Literacy (Math & Reading)**
- **Computer Skills**

Strategic initiatives include:

- **Upgrading workplace basic skills**
- **Building annual youth works with their hands event with Economic Development Agencies, GLOW area schools, Business Education Alliances, and other Community based organizations.**
- **Functional Alignment with NYS Department of Labor – Employment Services**

The WDB is seeking service providers to work on developing the workforce to meet the changing economic trends. The GLOW WDB would like to highlight several unique circumstances that might interest potential contractors.

1. Meeting Federal Primary Indicators:

The benefit includes demonstrated ability of staff to work with customers to find and retain employment, as well as to work with customers to upgrade skills necessary for the workforce.

- More information on the indicators of performance see TEGL 10-16 Change 2
<https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2022/TEGL%2010-16%20Change%202/TEGL%2010>

2. Strong Community Partners:

The benefit to the service provider is that they are not alone in developing the workforce.

- Diverse partners in the community who are committed to working together to support the economic development goals of the LWDA.
- The Department of Labor is co-located in the One-Stops and offers a positive opportunity to work together on labor exchange efforts. Other partners can be found at:
https://www.glowworks.org/about_partners.html.
- Partners are willing to participate in special initiatives, job fairs, rapid response, business services team, and general system development when asked. A small rural county offers a unique sense of loyalty to the community and that can be illustrated by the positive willingness of the partners to jump in and contribute.

3. Positive relationship with local businesses:

The benefit is that there is an existing network that facilitates labor exchange matching job seekers with employment with a positive impact on performance.

- Market penetration of employers served is considerable but can always be improved upon benefitting the entire One-Stop system.
- Service Providers that have an existing relationship with local employers will enhance the system and have a positive effect on performance.

4. Opportunity to participate in additional workforce development grants:

The benefit is the opportunity to leverage WIOA Title I contract into larger financial opportunities.

- The GLOW WDB is actively seeking Federal, State, and foundation grants to meet the workforce development needs of the local workforce region. The GLOW WDB would and has entertained taking the lead in grants, as appropriate, and partnering with local and regional partners.

WIOA is a very complex and challenging program but offers an exciting chance to make a difference in the local workforce area in terms of economic development and workforce development. The WDB has learned much from working with the State and recent providers. The GLOW WDB strives on continuous improvement of services in a dynamic, economic environment.

It is the hope of the GLOW WDB that this RFP reflects its commitment to supporting the service providers of the One-Stops to be successful in its challenge to meet regulatory requirements while providing customer friendly services to local businesses and job seekers. The GLOW WDB is also open to working with the successful bidder(s) in any way needed to ensure smooth and manageable transitions as necessary.

The GLOW WDB welcomes any interested party to submit questions via any of the following methods. E-mail at mnichols@co.genesee.ny.us or Phone: (585) 344-2042 ext. 4239

- ✓ Questions will be accepted up to **February 16, 2023**. All questions and answers will be posted for the public at the following website: www.glowworks.org

The GLOW WDB requests that proposals be concise and straightforward. A simplified application is attached as a word document. Evaluation is made based on proposals. **The GLOW WDB encourages all potential providers to be present in person for the entire bidders' conference on Wednesday, February 1, 2023 from 1 - 3 pm. Genesee County Career Center, 587 East Main Street, Suite 100 Batavia, NY 14020 - Conference Room A.**

Profile of GLOW Workforce Development Area WIOA

P.Y.2022 WIOA ALLOCATIONS

Workforce Innovation and Opportunity Act Title I 2022 Adult Allocation	\$481,677
Workforce Innovation and Opportunity Act Title I 2022 Dislocated Worker Allocation	\$563,247
Workforce Innovation and Opportunity Act Title I 2022 Youth Allocation	\$498,354
Workforce Innovation and Opportunity Act Title I 2022 Admin Allocation	\$171,475

CUSTOMERS

Number of WIOA customers (adult and dislocated worker) active in PY21	2324
Number of WIOA customers (adult and dislocated worker) active in PY221 as of 1/10/23	1653
Number of WIOA youth active in PY21	143
Number of WIOA youth active in PY22 as of 1/10/23	114

II. SCOPE OF SERVICES

Workforce Development for Job Seekers

In the past year, customers have visited the career center locations across GLOW, utilizing the services of the six centers over 24,000 times. The service providers takes the lead in providing workforce development services to those customers. WIOA has more than 19 mandated partners - NYSDOL programs (Wagner Peyser Title III), Vets, TAA and UI are aligned with GLOW Title I program so the customer receives seamless services regardless of the funding stream. GLOW is rich in partners who are co-located in the One-Stops providing a diverse array of services in an integrated service delivery model. The GLOW WDB is seeking service providers to continue these efforts to work with the job seekers and partners to facilitate an effective match with available jobs and work readiness resources and services. The service providers must locate at a facility in each county they are contracted for.

The GLOW WDB is seeking providers to effectively provide services focusing on customer service, as well as innovatively responding to changing customer needs and fast-changing State and Federal regulations and guidance. Providers will be expected to **positively engage** a diverse customer base and respond to challenging business climate changes. The service delivery system will include both traditional as well as alternate venues. The GLOW WDB seeks to enhance the workforce system's ability to provide services in the virtual market and other electronic and social media.

CUSTOMER ELIGIBILITY

Funding for the services included in this RFP come from the WIOA, Title I Adult and Dislocated Worker programs. Eligibility generally requires the following:

WIOA - Adult and Dislocated Worker

An individual must:

- Be 18 years of age or older;
- Be a citizen or noncitizen authorized to work in the US; and
- Meet Military Selective Service registration requirements (males only).

WIOA - Adult, Priority of Service

As required under WIOA Section 134(c)(3)(E), with respect to individualized career and training services funded with WIOA adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient and other individuals in accordance with the GLOW's Priority of Service Policy. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population. Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

WIOA -Dislocated Worker:

- Has been terminated or laid off, or has received a notice of termination or layoff from employment;
- Is eligible for or has exhausted unemployment insurance;
- Has demonstrated an appropriate attachment to the workforce, but is not eligible for unemployment insurance and is unlikely to return to a previous industry or occupation;
- Has been terminated or laid off or received notification of termination or layoff from employment as a result of a permanent closure or substantial layoff;
- Is employed at a facility where the employer has made the general announcement that the facility will close within 180 days;
- Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community or because of a natural disaster;
- Is a displaced homemaker who is no longer supported by another family
- Individuals dislocated due to Foreign Trade, including participants in the Trade Adjustment Assistance (TAA) Program who are part of a worker group covered under a certified trade petition, which demonstrates an increase in imports, a shift or acquisition in production, or a loss of sales and/or production which contributed importantly to the worker(s)'s separation or threat of separation (additional information on the TAA program is located in Workforce Development System Technical Advisory (WDS TA) #21-03);
- Long-term unemployed (LTU) individuals: Individuals who receive Unemployment Compensation benefits for at least 27 weeks and are still unemployed; and Note: LTU may include those individuals originally designated DWs as part of a National Dislocated Worker Grant (NDWG) and who remain unemployed once they are no longer funded with the NDWG.
- Underemployed individuals: Individuals who have been determined to be DWs may remain DWs, even after they have obtained employment, if they are (1) individuals employed less than full-time who are seeking full-time employment; (2) individuals who are employed in a position that is inadequate with respect to their skills and training; (3) individuals who are employed who meet the definition of a low-income individual in WIOA sec. 3(36); (4) individuals who are employed, but whose current job's earnings are less than the self-sufficiency wage rate set by the LWDB, or are not sufficient based on their training and experience or compared to their earnings from their previous employment; and (5) individuals

The full eligibility requirements can be found at: <https://dol.ny.gov/system/files/documents/2022/09/pgl-22-01-dw-interpretation-draft-09-21-2022.pdf>

Proposed Adult and DLW Training Customer Enrollments

- GLOW anticipates an overall total of **95 Adult and DLW Individual Training Accounts (classroom training) and 5 employer-based training (OJT/Customized) or a combination thereof for 25 trainings per county. In the event there is only one contract awarded, the service provider will be responsible for total GLOW trainings.**

Youth Services

Under WIOA, the GLOW WDB divided the youth allocation into two major categories. A small amount was designated for In-School Youth (25%maximum) with the remaining funds (75% minimum) utilized to serve Out of School Youth. WIOA reflects a similar philosophy requiring that a minimum 75% of Youth funding be utilized for Out of School Youth services. The GLOW WDB is working with other local workforce areas in the establishment of a waiver that would allow for a larger portion of youth funding to be utilized on in-school youth. Service providers must follow the required 75% minimum spending on Out Of School youth until such time if the waiver is approved. In addition 20% of the overall funds must be spent on Work Experience activities, which can include staff costs. As the emerging workforce of the future, the WDB has placed special focus on seeking innovative programs to prepare Youth who have dropped out of school, have been unable to maintain employment, or who need additional training and assistance to overcome barriers to work readiness.

*WIOA §681.210 defines Out of School Youth as “any individual who is: (a) Not attending any school (as defined under State law) and WIOA; (b) Not younger than age 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and (c) One or more of the following: (1) A high school dropout; (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters. In cases where schools do not use quarters, local programs must use calendar year quarters; (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner; (4) An offender; (5) A homeless individual aged 16 to 24 who meets the criteria defined in sec.41403(6)), a homeless child or youth aged 16 to 24 who meets the criteria defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)) or a runaway; (6) An individual in foster care of who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement; (7) An individual who is pregnant or parenting; (8) An individual with a disability; or (9) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.”

Detailed youth eligibility requirements: <https://www.labor.ny.gov/youth/PDFs/wioa-youth-eligibility.pdf>

Detailed Scope of Services

Career Services

In addition to the activities specified by the legislative authorities defined later in this RFP, Career Services available through the One-Stop system consist of three types: Basic, Individualized, and Follow Up.

1. Basic Career Services

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake, and orientation to the information and other services available through the One-Stop delivery system;
- Initial assessment of skill levels including literacy, numeracy, and English language proficiency,

- as well as aptitudes, abilities (including skills gaps), and supportive service needs;
- Labor exchange services including:
- Job search and placement assistance;
- Provision of information on in-demand industry sectors and occupations;
- Provision of information on nontraditional employment;
- Provision of referrals to and coordination of activities with other programs and services;
- Provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas;
- Provision of program performance information and program cost information on eligible providers of education, training, and workforce services;
- Provision of information about how the local area is performing on local performance accountability measures;
- Provision of information relating to the availability of supportive services or assistance, and appropriate referrals and direct linkages to those services and assistance;
- Provision of information and referral to or direct linkages to meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and

2. **Individualized Career Services**

- Comprehensive and specialized assessments of skill levels and service needs of adults and dislocated workers, which may include:
 - Diagnostic testing and use of other assessment tools; and
 - In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- Development of an Individual Employment Plan;
- Group or individual career guidance and career planning;
- Short-term prevocational services to prepare individuals for unsubsidized employment or training;
- Internships and work experience;
- Workforce preparation activities;
- Financial Literacy services;
- Out-of-area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

3. **Training Services**

The training services offered by the One Stop network provide tools and resources to help customers meet the skill and experience needs of the region's growing businesses. From technical skills, soft skills, work experience, traditional classroom instruction and employer-anchored training services help close the skills gap between customers and businesses. Under WIOA, training services may be provided if the Service Provider's staff determine after an interview evaluation or assessment and career planning, that the customer is eligible. The following training services include:

- Individual Training Account (ITA) is used for traditional classroom training services that are intended to provide enrollees the maximum customer choice in training selection and provide the flexibility needed to provide training in high demand occupations. ITAs are funded for training providers who have met eligibility of the NYS Eligible Training List (<https://applications.labor.ny.gov/ETPL/>)
- On-the-Job Training (OJT) is another training option through WIOA funding that provides work-based learning rather than classroom instruction. The intention of an OJT agreement is to benefit both the employer and the customer by:

- Bridging the gap between a worker’s current skills and the skills employers are looking for;
 - Providing reimbursement to the employer for the costs associated with training the OJT trainee; and
 - Promoting good paying jobs.
- Customized Training (CT) is provided based on a specific training curriculum “customized” to the particular workforce skill needs of the business or group of businesses. The business is then reimbursed for up to 50% of the cost of training. CT is designed to meet the unique training needs of a business or a group of businesses. CT can be used for training new or existing workers (referred to as Incumbent Worker Training or (IWT)).

4. Follow Up Services

Follow-up career services are to be provided to Adult and Dislocated Workers who have been placed in unsubsidized employment for a period of up to 12 months after the first day of employment. Adult and Dislocated Workers who received training services funded by WIOA must be provided follow-up services, as appropriate, at the completion of training services and for a period up to 12 months. The GLOW WDB has established a Follow-Up Policy for Adult and DLW, which service providers must follow and is available upon request.

Youth Services

WIOA Youth Program Elements

The GLOW LWDA must make each of the following per WIOA H. R. 803—85 §129(c)2 14 services available to youth participants. This does not mean that all proposals must directly provide themselves all of the 14 elements of WIOA youth programming but if any of the 14 program elements are provided free outside of the bidder’s organization, Bidder’s can describe other entities who provide the element at no cost and the method of information and referral between partners. (For example, bidder can make arrangements with a bank or credit union to provide financial literacy at no cost). For Elements that are readily available as a free service outside of the Bidder’s organization, the GLOW WDB will obtain a Memorandum of Agreement(s) after awards have been made. Any Elements that are not identified in Proposals, the GLOW WDB can solicit for additional providers.

Proposed New Youth Enrollments

GLOW anticipates an overall total of 60 – 80 new youth enrollments for the program year for 15-20 new youth enrollments per county. Along with intake, eligibility, objective assessment, and development of individual service strategy with youth ages 14 to 24, Workforce Innovation and Opportunity Act (WIOA) Title I Youth Programs are required to provide access to the following 14 program service elements. The youth enrollment occurs when the youth receives one of the elements for the first time. New enrollment occurs when the youth receives their first program elements during the current program year.

The GLOW WDB is seeking procurement for the following elements:

1. **Tutoring, study skills training, instruction and dropout prevention strategies** that lead to completion of a high school diploma includes services such as providing academic support, helping a youth identify areas of academic concern, assisting with overcoming learning obstacles, or providing tools and resources to develop learning strategies. Dropout prevention strategies intended to lead to a high school diploma include activities that keep a young person in-school and engaged in a formal learning and/or training setting.
2. **Alternative secondary school services** assist youth who have struggled in traditional secondary education. Dropout recovery services are those that assist youth who have dropped out of school.

Both types of services help youth to re-engage in education that leads to the completion of a recognized high school equivalent. Examples of activities under this program element include:

- Basic education skills training
 - Individualized academic instruction
 - English as a Second Language training
 - Credit recovery
 - Counseling and educational plan development
3. **Paid and unpaid work experience** is a planned, structured learning experience that takes place in a workplace and provides youth with opportunities for career exploration and skill development. A work experience may take place in the private for-profit section, the non-profit sector, or the public sector. Work experience for youth: summer employment and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training. 20% of overall funds must be spent on work experience activities. This can include staff cost.
 4. **Occupational skills training** is an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Occupational skills training:
 - is outcome-oriented and focused on an occupational goal specified in the individual service strategy for the youth;
 - is of sufficient duration to impart the skills needed to meet the occupational goal; and
 - leads to the attainment of a recognized postsecondary credential
 5. **Education offered concurrently with workforce preparation** and training for a specific occupation element reflects an integrated education and training model and describes how workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. This element is also referred to as Integrated Education or Contextualized Instruction. **The WDB is not seeking procurement on this element. The GLOW WDB has a Memorandum of Agreement with Iroquois Job Corps to provide this element.**
 6. **Leadership development opportunities** encourage responsibility, confidence, employability, self-determination, and other positive social behaviors. Leadership development includes:
 - Exposure to postsecondary educational possibilities
 - Community and service learning projects
 - Peer-centered activities, including peer mentoring and tutoring
 - Organizational and team work training, including team leadership training
 - Training in decision-making, including determining priorities and problem solving
 - Citizenship training, including life skills training such as parenting and work behavior training
 - Civic engagement activities which promote the quality of life in a community
 - Other leadership activities that place youth in a leadership role, such as serving on youth leadership committees
 7. **Supportive services** enable an individual to participate in WIOA activities. These services enable an individual to participate in WIOA activities (such as, but not limited to, assistance with transportation, child care, housing, health care, educational testing, and work-related tools).
 8. **Adult mentoring** is a formal relationship between a youth participant and an adult mentor that includes structured activities where the mentor offers guidance, support, and encouragement to develop the competence and character of the mentee.
 9. **Follow-up services** are critical concrete services provided following a youth's exit from the program for a minimum of 12 months. The goal of follow-up services is to help ensure that youth are successful in employment and/or postsecondary education and training. Follow-up services may

include regular contact with a youth participant's employer, including assistance in addressing work-related problems that arise.

10. **Comprehensive guidance and counseling provides** individualized counseling to participants. This program element also includes substance and alcohol abuse counseling, mental health counseling, and referral to partner programs.
11. **Financial literacy education** provides youth with the knowledge and skills that they need to achieve long-term financial stability. Financial literacy education encompasses information and activities on a range of topics, such as creating budgets; setting up checking and saving accounts; managing spending, credit, and debt; understanding credit reports and credit scores; and protecting against identify theft.
12. **Entrepreneurial skills training** provides the basics of starting and operating a small business. This training helps youth develop the skills associated with entrepreneurship, such as the ability to take initiative, creatively seek out and identify business opportunities, develop budgets and forecast resource needs, understand various options for acquiring capital and the trade-offs associated with each option, and communicate effectively and market oneself and one's ideas. Examples of approaches to teaching youth entrepreneurial skills include:
 - Entrepreneurship education introducing to the values and basics of starting and running a business, such as developing a business plan and simulations of business start-up and operation.
 - Enterprise development which provides supports and services that incubate and help youth develop their own businesses, such as helping youth access small loans or grants and providing more individualized attention to the development of viable business ideas.
 - Experiential programs that provide youth with experience in the day-to-day operation of a business
13. **Services that provide labor market and employment information** about in-demand industry sectors or occupations available in the local area and includes career awareness, career counseling, and career exploration services. Labor market information also identifies employment opportunities, and provides knowledge of job market expectations, including education and skill requirements and potential earnings. Numerous tools and applications are available that are user-friendly and can be used to provide labor market and career information to youth. These tools can be used to help youth make appropriate decisions about education and careers.
14. **Postsecondary preparation and transition activities** help youth prepare for and transition to postsecondary education and training. These services include helping youth explore postsecondary education options, including technical training schools, community colleges, 4-year colleges and universities, and Registered Apprenticeship programs. Examples of other postsecondary preparation and transition activities include:
 - Assisting youth to prepare for SAT/ACT testing
 - Assisting with college admission applications
 - Searching and applying for scholarships and grants
 - Filling out the proper Financial Aid applications and adhering to changing guidelines
 - Connecting youth to postsecondary education programs

For detailed description of the 14 elements, see TEGl 21-16:
https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7159

The design framework services of the local youth program must:

Intake and Eligibility:

- Provide for an objective assessment of each youth participant and include a review of the academic and occupational skill levels, as well as the service needs and strengths, of each youth

for the purpose of identifying appropriate services and career pathways for participants and developing Individual Service Strategy (ISS);

- Develop, and update as needed, an ISS based on the needs of each youth participant that is directly linked to one or more indicators of performance, that identifies career pathways that include education and employment goals, that considers career planning and the results of the objective assessment and that prescribes achievement objectives and services for the participant; and
- Provide case management of youth participants, including follow up services.

The goals of the youth program are to support the attainment of a secondary school diploma or a recognized equivalent, entry into postsecondary education, successful obtainment of unsubsidized employment, increase in wages, retention of employment, attainment of industry recognized credential, and measureable skill gain are indicators of performance.

In addition to the elements of the system described above, the following are also priorities (2 CFR §681.420):

(a) The design framework services of local youth programs must:

- (1) Provide for an objective assessment of each youth participant that meets the requirements of WIOA sec. 129(c)(1)(A), and includes a review of the academic and occupational skill levels, as well as the service needs and strengths, of each youth for the purpose of identifying appropriate services and career pathways for participants and informing the individual service strategy;
- (2) Develop, and update as needed, an individual service strategy based on the needs of each youth participant that is directly linked to one or more indicators of performance described in WIOA sec.116(b)(2)(A)(ii), that identifies career pathways that include education and employment goals, that considers career planning and the results of the objective assessment and that prescribes achievement objectives and services for the participant; and
- (3) Provide case management of youth participants, including follow-up services.

- Remaining current on WIOA changes and State regulations impacting youth through training, State conference attendance, and other means.
- On-going involvement in system development including policy, procedures, and gap assessment.
- Delivery of workshops or individual service delivery methods either through coordination with partners or by the Youth Counselors in the areas of work readiness, work ethic, basic literacy, job search, portfolio development, financial literacy and career options.
- Maintain knowledge of programs, supportive services, and activities in the community that assist youth in remaining in school or HSE classes and/or obtaining employment.
- **Recruitment** - Contractors are responsible for the recruitment of applicants. The intent is to use WIOA funds to serve youth who would benefit from year-round service and otherwise have limited access to comprehensive services. For Recruitment of participants partnerships with district social services, homeless shelter, foster care agencies, police and probation will be necessary. In addition consistent and quality use of social media will be required.
- **Case Management** - Effective case management is essential to providing a customized menu of programs and services for each youth. Service continuity, referral and integration are either initiated or implemented in the case management process.
- **Orientation** - All participants must receive information on the full youth services available through the GLOW youth program system.
- **Collaboration** - Contractors will be expected to engage in partnerships to provide resources and services to youth. The provider will be expected to work closely with the other services providers to support the needs of customers.

Partnerships and Collaborations

Building a strong network of partners is a mandatory program requirement. An example of a youth program network would include: employers, post-secondary education, high school equivalency programs, department of social services, homeless shelters, foster care system, veterans' service organizations, organizations that serve youth with disabilities, Career Centers, probation and local youth bureaus.

Academic Remediation Services - In order to assist participating out of school youth and out of school youth in both academic and occupational success, services must have a strong emphasis on achieving measurable skill gains toward such credential or employment (not yet specifically defined). All programs must provide academic remediation services, where appropriate, to assist in skills gains and have the capability to utilize instruments that identify skill gain. This may be done in-house or through partnerships with educational service providers.

Employer Connections- Connections to employers are essential in the creation of a system of providers that can effectively assist youth to become highly skilled and employable. These connections should lead to Work Experience placements as well as unsubsidized employment. Bidders are also encouraged to leverage employer support in terms of leveraged funds for training or wages, staff or operational needs related to training.

Services to carryover youth – Youth who are in follow-up or in program from the PY2022 will be provided necessary services.

Referrals and Direct Linkages

Customers should also be referred to employers based on a fit between skills/experience and the employer's stated qualifications. Employers should be able to trust that if the service provider staff has made a direct referral that the applicants have been screened on stated employer qualifications and skills.

Information and Referrals - Programs are encouraged to link and share information with other youth-serving organizations provided the appropriate releases of information have been signed. If there are youth requesting services that cannot be certified as eligible under WIOA guidelines, the contractor will be expected to make efforts to help the youth secure other appropriate services.

Workshops

Workshops are available to all customers through the One Stop Centers. Service providers are not required to develop or offer Workshops to customers. NYSDOL has developed Workshop Curriculum for many topics. These resources are strongly encouraged to be utilized. Potential topics may include the following:

- Interviewing Skills
- Resume Writing
- Navigating the Civil Service System
- LinkedIn- Basic
- Career Exploration
- JobZone
- Crafting Your cover Letter
- Job Club

Data and Performance Management

The service provider is responsible for the quality control and timely input of customer information into the OSOS (One Stop Operating System) NYS data system including all required fields and comment sections. Access, training, and technical assistance for OSOS will be provided. The OSOS data is used by the State to monitor the federally and State defined performance measures and customer service indicators. The State reports are based on the OSOS system and thus the GLOW WDB's monitoring and evaluation will be based on OSOS data

Consortiums

Bidders of this RFP may be made up of consortiums. Providers wishing to do so must include a signed consortium agreement with the proposal. This agreement must identify all parties to the consortium, the lead authorized contract signatory for the consortium and how the contract expenditures will be reimbursed to the service providers. The agreement must also identify how cash will be drawn from the GLOW Grant Recipient, Livingston County. If the Grant Recipient serves as the lead consortium agency, the traditional cash draw down system can be utilized. However, if another County or an outside Agency are written into a consortium agreement as the lead authorized contract signatory, the cash draw down system cannot be accessed by the lead directly and instead a contractor advance will be afforded. If a consortium is selected for award, the contract will be with the consortium's lead agency. Funding for the remaining consortium partners will be held on the Contracted Services budget line for the lead agency.

Consortium proposals must include a description of how the subcontractors will be monitored both fiscally and programmatically by the lead agency. All unexpended contract funds at the end of a program year and not fully liquidated by August 30 will be returned to the GLOW WDB.

If a consortium proposal is successful, the lead agency accepts the responsibility of any costs found to be disallowed. The lead agency is also the lead contractor and other partners to the consortium are considered subcontractors. Each subcontractor will have their own budget and be subject to subcontractor monitoring. The GLOW WDB and the Chief Elected Official (CEO) Grant Recipient/Fiscal Agent in accordance with TA 04-19 will be responsible for monitoring all federal grant subrecipients.

Consortiums with the lead agency that are also serving as the GLOW WDB CEO designated fiscal agent Livingston County will use the existing WIOA cash draw system to cover lead and subcontractor costs. The fiscal agent as the lead agency would be permitted to draw five day's cash on hand to meet their own needs as well as the needs of the subcontractor. In cases where the lead agency of a consortium is not the fiscal agent, the existing cash draw system would not be used. The fiscal agent is the only agency with access to the cash draw system and in this situation the consortium agreement would require the subcontractors to voucher for reimbursement to the lead agency of the consortium. Then the lead agency would voucher to the fiscal agent on behalf of the consortium. In this situation all contractors are entitled to cover all costs. After costs are incurred, they would be submitted for reimbursement. All advances would be tracked and reimbursed. Expenditures would offset the advances.

III. PERFORMANCE OBJECTIVES

The following table summarizes the Primary Indicators of Performance as identified in WIOA. Performance Outcomes have been determined and issued to date. The GLOW WDB expects that the service provider will successfully meet all issued Indicators of Performance Measures for the contract period. It is also expected that NYSDOL will determine and issue Customer Service Indicators and Goals. The GLOW WDB expects that the service providers will successfully meet all issued Customer Service Indicator Goals for the contract period.

Performance Measure Indicators

Performance Measure	Program Group	Current GLOW Performance Goal	When Measured
Employment Rate (Q2)	Adult, DLW	66% - Adult 59% - DLW	Q2 After Exit
Retention in Employment, Education, or Training	Youth	61.5%	Q2 After Exit
Median Earning Wage	Adult, DLW Youth	Adult - \$6,300 DLW - \$6,800 Youth - \$3,600	Q2 After Exit
Employment, Education or Training Placement Rate	Youth	62%	Q4 After Exit
Credential Attainment	Adult, DLW	Adult - 55.5% DLW - 51.5%	*Within one year of program exit
Credential Attainment	Youth	55.5%	*Within one year of program exit
Measurable skills Gain	Adult, DLW, Youth	Adult - 51.5% DLW - 51.5% Youth - 56.5%	** 1 skills gain per each program year active
Business Indicators – Effectiveness in serving businesses.		Baseline	Repeat Business Customers (percentage of repeat businesses using services within the previous three years)
Business Indicators – Effectiveness in serving businesses.		Baseline	Business Penetration Rate (percentage of businesses using services out of all businesses in the State)

Credential Attainment – The percentage of participants enrolled in an education or training program (excluding those in on-the-job training and customized training) who attained an industry recognized postsecondary credential, or certificate approved by the New York State Education Department (NYSED) or another State agency, or a secondary school diploma. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a postsecondary credential approved by NYSED or another State agency within one year after exit from the program.

****Measurable Skill Gains** – The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment. Measurable skill gains are defined as documented academic, technical, occupational, or other forms of progress toward a postsecondary credential or employment.

More information on the indicators of performance see TEGL 10-16 Change 2

https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3255 and WIOA performance page:

<https://labor.ny.gov/workforcenypartners/wioa/wioa-performance.shtm>

IV. SYSTEM PARAMETERS

A. Governance

By Federal law, local Workforce Development Boards are required to maintain a **51% representation from the private sector**. The GLOW WDB is responsible for the chartering and certifying of One-Stop Center and oversight for all One-Stop System activities.

The GLOW WDB is led by an Executive Committee currently consisting of:

Chair	Norbert Fuest	Appletree HR and Safety Consultants, LLC
Vice-Chair	Lori Bush	Finger Lakes Cookie Company
Secretary	Jim Pierce	Wyoming County Economic Development Agency
At-Large	Steve Hull	Morton Salt

Staff offices are located at 587 East Main Street, Suite 100 Batavia, NY 14020

Jay Lazarony	Executive Director
Michele Nichols	Executive Assistant
Kristine Langless	Principal Account Clerk

B. One Stop Center Locations and Infrastructure

There are two Comprehensive One-Stop Centers and four Affiliate Sites currently operating in GLOW. The Comprehensive Centers include: Genesee County Career Center located at 587 East Main Street, Suite 100 in Batavia, NY 14020 and Livingston county Office of Workforce Development at 6 Court Street Room 105, Geneseo, NY 14454. The Affiliate sites are located in Albion at Orleans County Job Development Agency, 14016 Route 31 West, Albion, NY 14411 and Orleans Center for Workforce Development, 458 West Avenue, Albion, NY 14411; in Perry at the Wyoming County Community Action, 6470 Route 20A, Perry, NY 14530 and in Warsaw at NYS Department of Labor, 448 North Main Street, Warsaw, NY 14569. All but one location currently house a resource room with computers and conference rooms.

V. GENERAL SERVICE PROVIDER RESPONSIBILITIES

1. To recruit potential participants who are likely to be WIOA eligible participants.
2. To verify that a customer is eligible for services based on regulatory and local policies and guidelines.
3. To provide services as needed (assessment, case management, mentoring, career counseling etc.) to participants which facilitate successful achievement of employment objectives.
4. To submit monthly vouchers for reimbursement of their services by the 10th of each month. This is a cost reimbursement contract. The final voucher must be received no later than 60 days after the end of the contract.
5. To enter all required information into the OSOS system including comments within the time Frame allowed (5 days)
6. To address any customers' holistic needs which are barriers to employment through supportive services, direct service, or appropriate referrals.
7. To provide follow-up services to all customers exited from the program that enhances continued wage increases and employment retention.

VI. RELATIONSHIP WITH THE GLOW WDB

The GLOW WDB is responsible for the design and implementation of an integrated workforce development system. The GLOW WDB desires to work in partnership with the Service Providers to achieve the goals of the system. Dynamic system changes are driven by the federal and/or state government as well as changes in local economic factors. The GLOW WDB desires the Service Providers to enter into a productive relationship with all partners, which includes regular feedback and input.

VII. BIDDING PROCESS

RESPONSE DEADLINE AND MODIFICATIONS

The response must be postmarked by February 16, 2023. Faxed proposals are not acceptable. In addition a scanned copy of complete Proposals must be received via e-mail (mnichols@co.genesee.ny.us) by the indicated due date. Any Proposals postmarked after the date indicated will not be accepted or considered for award. Timely delivery of Proposals to the address below is the sole responsibility of the respondents. Do not submit Proposals to any Board member. Proposals may be hand delivered or mailed to:

**Michele Nichols
Executive Assistant
587 East Main Street, Suite 100
Batavia, NY 14020
585-344-2042 Ext. 4239**

A. Proposal Modifications/Amendments

Any modifications or amendments to a proposal must also comply with the requirements in this RFP and the response deadline. Any proposals or amendments delivered/received or post marked after the deadline will not be considered, but will be deemed late and non-responsive to this RFP and procurement process.

ELIGIBLE RESPONDENTS/CONTRACTOR COMPETENCY

Private and public, for-profit and not-for-profit agencies, Community Based Organizations (CBO's), Faith-based Organizations or other entities are eligible to respond to this RFP and compete for GLOW WDB funding. Bidders may be made up of a consortium. GLOW WDB is additionally prohibited from awarding a contract to a party "excluded from Federal procurement or non-procurement programs" by the U.S. General Services Administration. Respondents are responsible for being knowledgeable concerning the statutes, regulations, rules and requirements of the Workforce Innovation and Opportunity Act, Workforce Investment Act, and must apply them in developing the RFP response. Copies of the Workforce Innovation and Opportunity Act and other pertinent statutes and regulations may be found at the USDOL web page: <https://www.doleta.gov/wioa/>. The WDB will provide assistance with WDB documents/procedures necessary to the contractor selected via this RFP. Service Providers selected will be required to assume full responsibility, including all risks and hazards, for all activities and services included in the contract.

QUESTION & ANSWER PERIOD

All interested bidders are invited to submit questions on the RFP to mnichols@co.genesee.ny.us from the release date through February 16, 2023. All answers will be posted on the website at <https://www.glowworks.org> Home Page, GLOW RFP Q&A link.

CONTRACT PERIOD

Contracts negotiated as a result of this request may commence on July 1, 2023 and end on June 30, 2024. The WDB may vary the program and/or contract period as necessary and shall ensure compliance with WIOA policies (including but not limited to OMB, CFR, FAR) in doing so. **Contract will be monitored for performance on a quarterly basis. The GLOW WDB will determine before renewal if the service provider have met GLOW WDB standards. The GLOW WDB standards include:**

Proposed Adult and DLW Training Customer Enrollments

- GLOW anticipates an overall total of 90 Adult and DLW Individual Training Accounts (classroom training) and 5 employer-based training (OJT/Customized) or a combination thereof for 25 trainings per county. In the event there is only one contract awarded, the service provider will be responsible for total GLOW trainings.

Proposed New Youth Enrollments

- GLOW anticipates an overall total of 70 – 90 new youth enrollments for the program year for 20 new youth enrollments per county.

Services to Carryover Youth

- Youth who are in follow-up or in program from the PY2022 will be provided necessary services.
- The service provider awarded contract will be responsible for specific county(s) must provide services to carryover active youth and carryover follow up youth. Carryover active youth is a participant who is still receiving active services into the P.Y.2023. These youth must also be provided one year of follow up services. Follow up youth are youth that enter P.Y.2023 as a follow up youth and must be provide the balance of the 12 month follow up service unless the youth requests to forgo follow up services and it is documented in customer file and in OSOS.

Contracts may specifically be expanded to include any other programs that the GLOW WDB deems necessary and appropriate. Service provider responsibilities are subject to change in conjunction with NYS or other oversight agency requirements.

SELECTION PROCESS

The review process presented here represents an outline of the process that will be used by the Board in an attempt to identify a qualified entity to be considered for contract negotiation. The highest scoring proposal does not automatically become the Board's selection for contract negotiation. The GLOW WDB will consider the evaluation results and subsequent recommendations from the independent WDB members who have been involved in any aspect of the review process.

A. Minimum standards of review - A proposal must meet the following minimum standards before being considered for funding:

1. **Submission** - Submitted by the deadline
2. **Completeness** - Contains all required information and forms
3. **Format** - Complies completely with proposal instructions

Note: Respondents may be required to present additional materials to the WDB Review Committee prior to determination of final selection

B. Evaluation Process - The process for evaluating proposals submitted in response to this Request includes:

1. Review and scoring by Independent Review Team
2. Review and approval by the WDB

C. Proposal Rating

All proposals received by the deadline will be read and rated by a review committee. The average scores from the raters for the qualified proposals will be ranked numerically to develop a ranked list for each program.

1) Design and Responsiveness of Program – 70 Points

- Does the proposal target Adult and Dislocated workers, and/or Youth participants? (20 points)
- Does the proposed program involve quality, innovative approaches? (20 points)
- Do the outcomes meet the performance indicators? (20 points)
- Does the proposal outline where the services will take place and are the facilities suitable for the proposed activities/services? (10 points)

2) Qualifications of Bidder -- 60 Points

- Is staff qualified to provide the activities/services? Are resumes provided for each staff? Is percentage of time spent on program provided for staff involved in the program? (20 points)
- Does the bidder have adequate administrative experience to operate the activities/services proposed as well as Framework/Case Management and OSOS entry experience or willingness to learn the required data operating system? (20 points)
- Does the bidder have prior successful experience and a demonstrated record of meeting performance? (20 points)

3) Costs -- 60 Points

- Are the costs justified and reasonable for the activities/services proposed and within the maximum cost allowable? (40 points)
- Does bidder have adequate personnel and financial systems in place to ensure costs are properly allocated? (20 points) (Include last audit report.)

4) WIOA Services -- 10 Points

- Does the proposal include adult (3 points), dislocated worker (3 points), and youth programming (3 points) One additional point if all three included for a total of 10 points

Funding Recommendations

Recommendation for funding will be based on the following:

- The ranked score of the proposal
- Prior administrative and programmatic performance

Notification and Debriefing - All respondents will be notified in writing, if they formally request notification, of the final outcome of the proposal review process. Once respondents are notified of the outcome of the procurement process, any proposer may request a debriefing explaining their proposal's evaluation. Such requests may be made in writing to Jay Lazarony, Executive Director, email:

jlazarony@co.genesee.ny.us

PROPOSER INQUIRY AND APPEAL PROCESS

Respondents who believe that they have been treated unfairly in the proposal review process or that there is a violation of federal law or regulation may file a protest. All respondents will receive a copy of the results of the procurement within fifteen (15) working days of the final decision. Respondents whose proposals are rejected will receive a letter of notification. Letters of protest must be submitted and arrive in the office of the GLOW WDB within fifteen (15) days of the date of the notice of rejection. Letters must be specific as to the inquiry or protest. Protests not submitted in writing, not specific in nature, or that arrive late may not be considered. Letters must be addressed as follows: Jay Lazarony, Executive Director.

Upon receipt of letter, the Executive Director or his/her designee will contact the respondent to arrange for an appeals conference. A Committee of the GLOW WDB will form an Appeals Committee and attend the Appeals Conference. At the conclusion of the conference, the Committee will determine if there is sufficient reason to have the WDB reconsider the decision in question.

INSTRUCTIONS FOR SUBMITTING A PROPOSAL

- Respondents must be as responsive as possible to the instructions of this RFP. Points will be awarded based on the contents of the proposal. Selection for possible further negotiation and/or interviews is competitive and will depend upon the quality of a proposal.
- **FORMAT: 1 Original and 4 copies of the typed proposal in person or mailed as well as an electronic version by email to: mnichols@co.genesee.ny.us is required. All proposals must be single spaced and submitted on 8 ½” by 11” white paper using single 12-point font. All pages in the proposal package must be numbered and include a header and footer identifying the respondents organization. The WDB requests proposals to be concise and straightforward. Please do not use special binding or notebooks. Proposals should be stapled or clipped in the upper left corner of the document.**
- **ORIGINAL AND NUMBER OF COPIES: One complete original, with executed signature (i.e. original signatures of the authorized signatory authority), four (4) copies, and a copy submitted electronically to mnichols@co.genesee.ny.us by 4:00 pm on Thursday, February 16, 2023**

A. Proposal Cover Sheet and Proposal Budget Worksheet

All items on the Proposal Cover Sheet and Budget Worksheet must be completed. Identify a liaison or primary contact person, as well as the Signatory Authority--a person with the legal authority to negotiate and sign a contract on behalf of the proposing organization. (This is also the person who must sign the various certification forms).

B. **Proposal Narrative – Please provide no more than five (5) pages describing in detail the program and/or services that your organization proposes for Adult/DLW and/or Youth separately (no more than 5 pages each). Outline your strategies and include:**

1) **Program Design and Implementation:**

- Description of the overall program including a brief overview of the agency or organization
- Identify all key staff paid through this contract, by name and job title, description of job, and percentage of time they will work on the program. Provide resumes for staff involved in administering this program.
- How the costs of the services will be funded (include all revenue sources)
- **For Youth Services:** Describe how the WIOA Elements will be provided (include other entities who may provide element at no cost). The GLOW WDB will pursue MOA with entities the provider has identified at no cost.

2) **Outcomes and Goals:**

- Outline the strategies and supports that will be utilized to meet the goals and outcomes.
- Describe how progress will be evaluated throughout the length of the program to ensure the participants remain on track to meet program goals.
- Describe how the WIOA Performance Measures and Customer Service Indicators will be met.

- Define goals for meeting or exceeding the performance standards for the WIOA Measures for the GLOW region.
- Adopting necessary procedures to collect, record, and report program performance related to achievement of the WIOA Measures.
- Documenting goal results to the GLOW WDB on a regular and timely basis.

C. Submission Requirements Summary

Submit one (1) original and 4 copies containing all of the applicable items listed below in the order listed.

- GLOW WIOA Proposal Cover Page – completed with signature
- GLOW WIOA Proposal Budget Worksheet – completed with signature
- Proposal Narrative – no more than 5 pages for Adult/DLW and no more than 5 pages for Youth
- Appendixes A, B, C
- Latest Audited Financial Statement (if applicable)

VIII. LEGISLATIVE AUTHORITY

All contracts funded from this Request for Proposal are subject to the following requirements:

- Workforce Innovation and Opportunity Act of 2014; full law is available at <https://www.doleta.gov/wioa/>; all other state and federal guidance related to WIOA.
- Uniform Guidance Code of Federal Regulations (CFR), Title 2 Grants and Agreements, Chapter II, Office of Management and Budget Guidance-Part 200, as well as Title 20, Employment and Training Administration, Department of Labor-Parts 651-656 and 657-699.
- Procedures and Policies of the GLOW Workforce Development Board (available at www.glowworks.org/aboutglowwdb/policies)

IX. GOVERNING PROVISIONS AND LIMITATIONS

The GLOW WDB adopts the following provisions concerning this procurement. Violation of any of the following provisions may cause a proposal to be rejected.

- A. The only purpose of this RFP is to ensure uniform information in the solicitation of proposals and procurement of services under WIOA, and New York State. 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 GLOW WDB to pay for costs incurred prior to the execution of a formal contract unless such costs are specifically authorized in writing by the GLOW WDB.
- B. The GLOW WDB reserves the right to accept or reject any or all proposals received, to cancel or reissue this RFP in part or its entirety.
- C. The GLOW WDB reserves the right to award a contract for any item/services solicited via this RFP in any quantity the GLOW WDB determines is in its best interest.
- D. The GLOW WDB reserves the right to correct any error(s) and/or make changes to this solicitation, as it deems necessary. The GLOW WDB will provide notifications of such changes to all respondents recorded in the GLOW WDB official record (Distribution Log & Receipts Record) as having received or requested an RFP.
- E. The GLOW WDB reserves the right to negotiate the final terms of any and all contracts or agreements with respondents 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.

- F.** The GLOW WDB 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 respondents.
- G.** The GLOW WDB also 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 either before or after 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.
- H.** The GLOW WDB 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 from New York State or other funding sources or due to legislative changes.
- I.** Respondents 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 GLOW WDB for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.
- J.** No employee, officer, or agent of the GLOW WDB shall participate in the selection, award or administration of a contract supported by GLOW WDB funds if a conflict of interest, or potential conflict, would be involved.
- K.** Respondents 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.
- L.** All proposals submitted must be an original work product of the respondents. The copying, paraphrasing or otherwise using 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.
- M.** The contents of a successful proposal may become a contractual obligation if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price/cost. Any damages accruing to the GLOW WDB as a proposer's failure to contract may be recovered from the proposer.
- N.** A contract with the selected provider may be withheld, at GLOW WDB's sole discretion, if issues of contract or questions on non-compliance, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. Award of contract may be withdrawn by GLOW WDB if resolution is not satisfactory to GLOW WDB.
- O.** Any selected proposer entering into a contract with the GLOW WDB will be subject to these provisions.
 - 1. Indemnification**
 - a.** CONTRACTOR shall indemnify, save and hold harmless the GLOW WDB from any claims or losses or damages to property and/or resulting loss of use thereof and from any loss or damage arising from bodily injury, including death, to the extent that such claims, losses or damage are caused in whole or in part by the negligent acts or omissions of the CONTRACTOR, its employees, officers and agents, its contractors or subcontractors.
 - b.** CONTRACTOR agrees (1) to the extent permitted by law, to indemnify and hold harmless the U.S. DOL, NYS, the GLOW WDB, or any other applicable specific funding source(s), material losses accruing or resulting to CONTRACTOR, and to any and all subcontractors, persons, laborers, and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of

this Contract, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by CONTRACTOR in the performance of this Contract; and (2) against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery, use or disposal by or for WIB/WDB, of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Contract. CONTRACTOR shall report promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Contract of which CONTRACTOR has knowledge.

- c. In the event of any claim or suit against the GLOW WDB or NYS on account of any alleged patent or copyright infringement arising out of the performance of this Contract or out of the use of any supplies furnished or work or services performed under this Contract, CONTRACTOR shall furnish to the GLOW WDB and/or NYS, when requested, all evidence and information in possession of CONTRACTOR pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the GLOW WDB or NYS except where CONTRACTOR has agreed to indemnify the GLOW WDB or NYS.

2. Independent Contractor

In the execution of this Contract and rendering of services prescribed by this Contract:

- a. CONTRACTOR shall maintain at all times its independent status;
- b. No provision of this Contract, act of CONTRACTOR in the performance of this Contract, or act of the GLOW WDB in the performance of this Contract, shall be construed as making CONTRACTOR the agent, servant or employee of the GLOW WDB; except as designated in writing by the GLOW WDB, employees of CONTRACTOR are not employees of the GLOW WDB since employees are subject to exclusive control and supervision of CONTRACTOR.

X. FINANCIAL REQUIREMENTS FOR RESPONDENTS

A. Organizational Capacity

- Proposers must demonstrate that they have the organizational capacity to administer a program in accordance with the requirements in this Request for Proposals. The GLOW WDB reserves the right to conduct a pre-award survey of each proposer approved from this Request in order to determine the capacity of the proposal's organization to operate a program, meet administrative requirements, and maintain an adequate financial system. The GLOW WDB also reserves the right to deny a contract to any proposer approved for funding which does not make timely changes required by the GLOW WDB, as a result of a pre-award survey, to bring its systems into compliance.

B. Financial Systems

General Requirements: Proposers must demonstrate that their organizations have financial systems that, at a minimum, meet the following standards:

1. **GAAP.** In accordance with generally accepted accounting principles, the financial systems must include the following: (a) information pertaining to any sub grant or contract awards, obligations, unbigoted 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.
2. **Sufficient system.** Financial systems must be sufficient to (a) permit preparation of required reports; (b) permit the tracing of funds to a level of expenditure adequate to establish that

funds have not been used in violation of the applicable restrictions on use of such funds; and (c) permit the tracing of program income, potential stand-in costs, and other funds.

3. Financial reports. Contractors will be required to provide financial reports to the WIB/WDB on a regular, monthly basis in such detail and on such forms as required by the WIB/WDB. The deadline for each month's financial report will be the 10th day of the month following the month for which the report is made. Failure to complete and submit reports on a timely basis may result in defoliation of funds or termination of contracts.

5. Administrative cost limitation. GLOW WDB will place a limitation on the amount of funds in any contract that may properly be charged to the administrative cost category. This limitation may vary with the source of the funds. Administration cost in the proposal budget should be no more than **10%** of the funds requested.

XI. BUDGET AND FINANCIAL MANAGEMENT

A. Budget Forms

The financial information requested in this RFP is necessary to establish reasonableness of cost and the adequacy of financial resources to perform the proposed activity. If approved for negotiations, the proposed budget will serve as a basis for a contract budget. If any cost item in the proposed budget is to be provided by the organization making the proposal from its own or other sources, and not paid for by the GLOW WDB, list that item as "In Kind", so that the GLOW WDB will know that an important cost item has not been overlooked.

B. Financial Management Standards

Fiscal integrity and compliance with all grant regulations are essential for operation of programs in the GLOW Workforce Development Area. Contractors must maintain records and reports that are uniform in definition, accessible and verifiable for monitoring, reporting, audit, and program management and evaluation purposes. The GLOW WDB may review the adequacy of the financial management system of any contractor as part of a pre-award review or at any time subsequent to the award.

C. Monitoring

WDB contractors are subject to compliance monitoring. At any time during normal business hours, and as often as deemed necessary, GLOW WDB members or staff, The Division of Employment and Workforce Solutions (DEWS), 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. Monitoring may include, but will not be limited to: site visits, telephone contact and written communication with program operators, partnering agencies, program participants, and submission of monthly reports. It is the requirement of the GLOW WDB to monitor customer files on a random basis. Monitoring schedules will be determined during contract negotiation. Monitoring of adherence to Department of Labor laws and work rules for youth will occur. Programs will be required to submit corrective action plans for any findings during the monitoring process. Contract termination may occur if corrective action does not remedy the situation in a mutually agreed upon timeframe based on the scope of the finding. A complete GLOW WDB Monitoring Policy is available upon request.

D. Audit

A single audit is required as outlined in 2 CFR §200.501- Audit Requirements:

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient is subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

The estimated cost of the audit for the funds awarded under this RFP may be included in the proposal budget.

E. Indirect Cost Rates and Administrative Fees

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular cost objective. All costs are allocable to a particular cost objective, such as a grant, project, service or other activity, in accordance with the relative benefits received. If indirect costs or an administrative fee will be a part of the budget, detail must be provided with the proposal as follows: 1) Amount of the indirect rate; 2) Justification of rate as the 10% de minimis or copy of approval of the indirect rate by a federal agency; 3) the methodology used to arrive at the rate including a description of all costs included; 4) the amounts used per line item (i.e. salaries, supplies, etc.) to calculate the rate, and; 5) a description of the process used to reconcile the rate charged to the actual costs incurred.

The costs for administration including any indirect costs that fall under the WIOA administrative cost definition must not exceed 10% of the funds requested for the operation of the workforce development system.

For additional reference <https://www.law.cornell.edu/cfr/text/2/200.331> (4) An approved federally recognized indirect cost rate negotiated between the [subrecipient](#) and the [Federal Government](#) or, if no such rate exists, either a rate negotiated between the [pass-through entity](#) and the [subrecipient](#) (in compliance with this part), or a de minimis indirect cost rate as defined in [§ 200.414 Indirect \(F&A\) costs](#), paragraph (f);

APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter) "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. **NON-ASSIGNMENT CLAUSE**. In accordance with Section 109 of the General Municipal Law, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.

- II. **WORKER'S COMPENSATION BENEFITS**. In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.

- III. **NON-DISCRIMINATION REQUIREMENTS**. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

- IV. **WAGE AND HOURS PROVISIONS**. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

- V. **NON-COLLUSIVE BIDDING REQUIREMENT**. In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.
- VI. **SET-OFF RIGHTS**. The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to as of 9/30/10 the County with regard to this contract.
- VII. **RECORD-KEEPING REQUIREMENT**. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
- VIII. **MEDICAID/MEDICARE COMPLIANCE**. If this contract involves the provision of services and/or materials, any portion of the cost of which will be billed to the Federal or New York State Medicare or Medicaid health care programs, the Contractor certifies that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State Medicare or Medicaid statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list. The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list. Furthermore, the Contractor agrees to indemnify the County for any damages or loss incurred by the County based upon the Contractor's failure to comply with these conditions or based upon any false certification under this section.
- IX. **CONFLICTING TERMS**. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- X. **GOVERNING LAW**. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

- XI. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
- XII. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the County shall incur no liability beyond the funds appropriated therefore.
- XIII. **APPROVAL OF BOARD OF SUPERVISORS.** This contract is subject to and conditioned upon approval by the Livingston County Board of Supervisors.
- XIV. **INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

Livingston County

Contractor
(Signature of Authorized Official Required)

As of 9/30/10

APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.

- II. The Contractor agrees that it will indemnify and save harmless the County from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the County in defending any suit, including attorneys' fees. Furthermore, at the option of the County, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the County for any damage or loss arising out of the negligence or willful misconduct of the County, its agents or employees.

- III.
 - A. The Contractor warrants that to the best of the contractor's know ledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.
 - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.
 - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.
 - D. Remedies - The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or

other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.

- E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.
- IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.
- V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.
- VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason of this contract. It further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.
- VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

Livingston County

Contractor
(Signature of Authorized Official Required)

(As of 11/24/2017)

APPENDIX C

LIVINGSTON COUNTY STANDARD CONTRACT INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the County of Livingston as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions. The contractor/permittee must provide an additional insured endorsement. A statement on the contractor/permittee's insurance certificate that the County of Livingston is an additional insured is not sufficient. The form of the additional insured endorsement must be approved by the Livingston County Attorney.
- II. The policy naming the County of Livingston as an additional insured shall:
 - be an insurance policy from an A.M. Best rated "secured" New York State licensed Insurer;
 - state that the organization's coverage shall be primary coverage for the County of Livingston, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the County of Livingston shall be in excess of the contractor's insurance, and shall not contribute with it.
- III. The contractor/permittee agrees to indemnify the County of Livingston for any applicable deductibles or self-insurance reserves.
- IV. Required Insurance:
 - **Commercial General Liability Insurance, including Completed Operations Coverage for construction contracts:** \$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
 - **Automobile Liability:** \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation:** Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Owners Contractors Protective Insurance (Generally required only for construction contracts. Contact Livingston County Attorney for determination of necessity):** \$1,000,000 per occurrence/\$2,000,000 aggregate, with the County of Livingston as the named insured.
 - **Professional Errors and Omissions Insurance (If professional service contract):** \$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.
- V. The contractor/permittee is to provide the County of Livingston with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities and upon each renewal thereafter. **Contractor/permittee or its insurance carrier(s) shall provide the County of Livingston with thirty (30) days prior written notice of cancellation, reduction of insurance or material coverage change of the required insurance policies. Such notice shall be mailed to the Livingston County Attorney, Livingston County Government Center, Room 302, 6 Court Street, Geneseo, New York 14454 and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to**

obtain such insurance on behalf of the County of Livingston, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County of Livingston, including termination of the contract. The failure of the County of Livingston to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Livingston.

VI. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the county, the contractor shall upon notice to that effect from the County, promptly obtain approval and submit a certificate thereof Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the county may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the County of Livingston.

The County reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the County within ten days of such request.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The contractor/permittee shall file with the Livingston County Attorney, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate
- g. Limits of liability for all policies included on certificate
- h. Certificate holder shall be County of Livingston, Livingston County Government Center, 6 Court Street, Geneseo, New York 14454-1043.
- i. Description of contract for which insurance is being provided.
- j. Insurance agents name, address and phone number.

Contractor
(Signature of Authorized Official Required)

Date

(As of 11/24/17)