

**PRINCE GEORGE'S COUNTY ECONOMIC DEVELOPMENT CORPORATION –
WORKFORCE SERVICES DIVISION**

1100 Mercantile Lane, Suite 120
Largo, Maryland 20774

REQUEST FOR PROPOSALS

Workforce Investment Act
Youth Services
RFP #EDC-WSD 013 – 11/11

Issuance Date: Wednesday, November 30, 2011
Pre-Proposal Conference: Tuesday, December 20, 2011, 10:00 – 12:00 PM
Due Date: Wednesday, February 1, 2012, 4:30 PM Eastern Standard Time (EST)

*Prince George's County Economic Development Corporation – Workforce Services Division
does not discriminate against faith-based organizations or against an Offeror or Offeror because of race, religion, color, sex, national
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CALENDAR OF EVENTS

Prince George’s County Economic Development Corporation - Workforce Services Division (PGCEDC-WSD) will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Technical Questions via email to Marcita Bentley-Pinkston at MBentley@PGCEDC.com	Potential Offerors	Wednesday, December 14, 2011 4:30 PM EST
Deadline to submit Non-Technical Questions via email to Sonji Epps, C.P.M. at SEpps@PGCEDC.com	Potential Offerors	Wednesday, December 14, 2011 4:30 PM EST
Pre-proposal Conference— PGCEDC 1100 Mercantile Lane, Suite 115A, Boardroom Largo, Maryland 20774	Issuing Office/Potential Offerors	Tuesday, December 20, 2011 10:00 AM – 12:00 PM EST
Answers to Potential Offerors questions posted to the PGCEDC-WSD website (www.pgworkforce.org) no later than this date.	Issuing Office	Wednesday, January 4, 2012
Please monitor website for all communications regarding the RFP.	Potential Offerors	
Deadline to submit sealed proposal must be received by the Issuing Office: PGCEDC-WSD 1100 Mercantile Lane, Suite 120 Largo, Maryland 20774	Potential Offerors	Wednesday, February 1, 2012 4:30 PM EST
Selection of Successful Offeror.	Issuing Office	Wednesday, June 22, 2012
Program operations to begin NO LATER THAN —	Successful Offeror	Monday, July 2, 2012

INTRODUCTION AND STATEMENT OF INTENT

- 1.1 ORGANIZATIONAL BACKGROUND.** Prince George's County Economic Development Corporation - Workforce Services Division (PGCEDC-WSD) is the administrator of workforce development activities for Prince George's County. The mission of PGCEDC-WSD is to contribute to the economic vitality of Prince George's County by providing a skilled labor force to meet the demands of businesses, and provide training and opportunities for high wage jobs to meet the demands of the County's residents. Workforce policy and oversight is governed by the Prince George's County Workforce Investment Board (WIB) a team of private and public sector partners who share a common goal of advancing an integrated, highly responsive regional workforce investment system that gives businesses and job seekers the tools they need to stay competitive in today's global marketplace. This entails:
- A. **Equipping businesses** with the skilled workers and up-to-the-minute labor market information.
 - B. **Providing job seekers** with the skills training, self-exploration tools, and job search resources that put rewarding, sustaining careers well within their reach.
 - C. **Enhancing the lives of youth** by giving them opportunities for self-assessment, career exploration, and hands-on work experience.
 - D. **Attracting new businesses, and retaining existing businesses,** to our thriving region.
- 1.2 WORKFORCE INVESTMENT ACT (WIA).** The Workforce Investment Act of 1998 provides the framework for a unique national workforce preparation and employment system designed to meet the needs of the nation's businesses, the needs of job seekers and those who want to further their careers. In order to clearly understand the implication of these provisions on the design and operation of programs funded under the Youth Activities section of the law, Offerors should familiarize themselves with both the Act (Public Law 105-220), as amended, and the Final Regulations (20 CFR Part 652, et al), as amended. This information is available for review at <http://www.usworkforce.org/finalrule.pdf>, any public library, or through Congressional offices.
- The WIA creates a "One-Stop" delivery system through the establishment of career centers where individuals can access employment services and also obtain job training, education, or occupational skills training. The Workforce Investment Board oversees the One-Stop Career Center. The One Stop Career Center works to meet the core performance measures for youth under WIA.
- 1.3 WIA – YOUTH COUNCIL.** Title I authorizes establishment of the Workforce Investment System, which provides for the creation of state and local workforce investment boards. The Act further establishes Youth Councils as subgroups of local boards to guide the development and operation of programs for youth. One of the goals of the WIA-Youth Council is to prepare youth for post secondary educational opportunities and/ or employment.
- 1.4 STATEMENT OF INTENT.** The intent of this RFP is to identify an Offeror to deliver services to Prince George's County's in-school youth ages fourteen (**14**) through twenty-one (**21**) and out-of-school youth ages sixteen (**16**) through twenty-one (**21**). The proposals should offer innovative approaches to

academic remediation, occupational skills training, attainment of GED credentials, and STEM enrichment program options. The Workforce Investment Act provides a framework of services so that eligible youth are provided assistance in achieving academic and employment success through comprehensive activities that include:

- A. A variety of options for **improving educational competencies** and credentials.
- B. A variety of options to **secure job specific skills** leading to or resulting in work credentials (i.e., certifications, licenses, degrees, certificates, etc.).
- C. **Effective connections to employers** for job shadowing, part-time, and full-time work during preparation for full labor force participation and when entering the labor force as a full participant.
- D. On-going **mentoring opportunities** for youth with caring adults.
- E. Services that support each youth's opportunity to **participate in needed services** and activities.
- F. Opportunities to develop and use **leadership skills**.
- G. Recognition of and incentives for youth pursuing the educational, occupational and leadership **goals individually established** for each youth.

Training services must prepare workers for jobs in high demand/high growth industries in Prince George's County or the region. PGCEDC-WSD has identified nine (9) industry clusters that represent high demand/high growth jobs:

- | | |
|------------------------------------|------------------------------|
| Technology | Retail |
| Business and Finance | Hospitality and Tourism |
| Transportation | Construction and Development |
| Health and Science | Public Service |
| Energy (Traditional and Renewable) | |

Contract awards will be based on the availability of Federal Workforce Investment Act funding. It is the expressed intent to renew awarded contracts for an additional two (2) years based upon the selected Offeror(s) satisfactory performance and attainment of goals. Additional Statement of Work (SOW) detail is provided.

SERVICES AND PRICE/COST

- 2.1 PURPOSE.** The intent of this Request for Proposals (RFP) is to identify an offeror(s) to deliver services to Prince George's County's in-school youth ages fourteen (**14**) through twenty-one (**21**) and out-of-school youth ages sixteen (**16**) through twenty-one (**21**). The proposals should offer innovative approaches to academic remediation, occupational skills training, attainment of GED credentials, Science Technology Engineering and Math (STEM) enrichment, and services to youth with disabilities through program options to prepare youth for knowledge based industries and occupations. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement ("Offerors") sufficient information to enable them to prepare and submit proposals for the **Prince George's County Economic Development Corporation - Workforce Services Division** consideration to satisfy a need for **Youth Services** ("Project").
- 2.2 ISSUING OFFICE.** The **Prince George's County Economic Development Corporation - Workforce Services Division** ("Issuing Office") has issued this RFP.
- 2.3 SCOPE.** This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements that Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.
- 2.4 PROBLEM STATEMENT.** Over the next several years Prince George's County will experience an increased demand for highly skilled workers. Youth, the emerging workforce, are critical aspects of the pipeline of skilled workers to meet the expected demand. The intent is to identify an Offeror(s) to prepare Prince George's County's in-school youth, ages fourteen (**14**) through twenty-one (**21**) and out-of-school youth ages sixteen (**16**) through twenty-one (**21**), **to be part of the future workforce.**
- 2.5 CONTRACT TYPE.** The Issuing Office will enter into a cost reimbursement contract as a result of this RFP. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.
- 2.6 PROPOSAL REJECTION.** The Issuing Office reserves the right to reject any, part of any, and all proposals, in its sole and complete discretion, for any proposal received in response to this RFP. Incomplete proposals, and proposals that do not meet the requirements of this RFP's requirements, technical proposal requirements, and format and submission requirements will not be accepted.
- 2.7 INCURRING COSTS.** The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.
- 2.8 PRE-PROPOSAL CONFERENCE.** The Issuing Office will hold a Pre-Proposal Conference as specified in the Calendar of Events. The conference provides the opportunity for clarification of the information contained in this RFP. Offerors should forward all questions to the Issuing Office in accordance with **Section B 2.9** to ensure adequate time for analysis before the Issuing Office provides

an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to two (2) individuals per Offeror. The Pre-Proposal Conference is for information only. Any answers furnished during the conference will not be official until the Issuing Office has verified them, in writing. All questions and written answers will be posted on the PGCEDC-WSD website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-Proposal Conference is optional.

2.9 QUESTIONS & ANSWERS. If Offerors have any questions regarding this RFP, they are strongly encouraged to submit the questions by email, prior to the Pre-Proposal Conference (**with the subject line “RFP #EDC-WSD 013 – 11/11 Question”**) to Marcita Bentley-Pinkston at MBentley@pgcedc.com. Questions submitted via email will be accepted **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the PGCEDC-WSD’s website by the date indicated on the Calendar of Events.

All questions and responses posted on the PGCEDC-WSD website are considered an addendum to, and part of, this RFP in accordance with RFP **Section B 2.10**. Each Offeror is responsible to monitor the PGCEDC-WSD’s website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. **The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.**

2.10 ADDENDA TO THE RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum on the PGCEDC-WSD’s website at www.pgworkforce.org. It is the Offeror’s responsibility to check periodically the website for any new information or addenda to the RFP. Answers given during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

2.11 RESPONSE DATE. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If inclement weather, natural disaster, or other circumstances, causes the closure of the location to which proposals are to be returned on the response date, the deadline for submission will be extended automatically to the next business day, unless the Issuing Office otherwise notifies the Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject, un-open, any late proposals.

2.12 PROPOSALS. To be considered, Offerors should submit a complete response to this RFP, using the format provided in **Section L**, providing one (1) original and complete submission in **four distinct volumes** with a titled volume sheet and list of contents within each volume as page zero. Volumes are as: (1) **Technical Volume**; (2) **Corporate Volume**; (3) **Staffing and Management Volume**; and (4) **Cost/Pricing Volume**. In addition, Offerors shall submit seven (7) paper copies of the technical proposal only; and the technical proposal and cost proposal **on CD-ROM**. The Offeror shall not distribute his/her proposal to any other Offeror who intends to apply to this RFP. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. For this RFP, the proposal must remain valid for one hundred twenty (120) days or until a contract is fully executed. If the Issuing Office selects the Offeror’s proposal for award, the contents of the selected Offeror’s proposal will become, except to the extent the contents are changed

through “best and final offers” or negotiations, contractual obligations. The information in the proposal will become a public record upon contract execution.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office’s address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification that complies with the RFP requirements.

2.13 DISADVANTAGED BUSINESS INFORMATION. The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

- A. Maryland Department of Transportation Office of Minority Enterprises (MDTOME)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; *and*
- B. United States Small Business Administration-certified small disadvantaged businesses or 8(a) small disadvantaged business concerns.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that MDTOME determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as “socially disadvantaged,” the Offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person’s color, ethnic origin or gender.

This procurement is 0% set-aside for Disadvantaged Businesses.

2.14 ECONOMY OF PREPARATION. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror’s ability to meet the requirements of the RFP. The narrative shall not exceed twenty (20) pages; this does not include the cover sheet, budget, and attachments in the count. Narratives shall be stapled in the upper left-hand corner. Submit one (1) original and complete submission in **four distinct volumes** with a titled volume sheet and list of contents within each volume as page zero. Volumes are as: (1) **Technical Volume**; (2) **Corporate Volume**; (3) **Staffing and Management Volume**; and (4) **Cost/Pricing Volume**. In addition, Offerors shall submit seven (7) paper copies of the technical proposal only; and the technical proposal and cost proposal **on CD-ROM**.

- 2.15 ALTERNATE PROPOSALS.** The Issuing Office will not accept alternate proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements.
- 2.16 DISCUSSIONS FOR CLARIFICATIONS.** Offerors may be asked to make an oral, or written, clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.
- 2.17 PRIME CONTRACTOR RESPONSIBILITIES.** The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or through subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.
- 2.18 PROPOSAL CONTENTS.** Offerors **should not label proposal submissions as *confidential* or *proprietary***. The Issuing Office will hold all proposals in confidence and will not reveal or discuss any proposal with competitors for the contract, unless disclosure is required:
- A. Under the provisions of any State of Maryland or United States statute or regulation; *or*
 - B. By rule or order of any court of competent jurisdiction.

After a contract is executed; however, the successful proposal is considered a public record under the *Right-to Know Law*, 65 P.S. § 66.1—66.9, and therefore subject to disclosure. The financial capability information submitted under **Section C 3.6 and 3.6.1** shall not be disclosed in the final contract. All material submitted with the proposal becomes the property of the PGCEDC-WSD and may be returned only at the Issuing Office’s option. The Issuing Office, in its sole discretion, may include any person other than competing Offerors on its proposal evaluation committee. The Issuing Office has the right to use any or all ideas presented in any proposal regardless of whether the proposal becomes part of a contract.

- 2.19 BEST AND FINAL OFFERS.** The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain “best and final offers” from Offerors, the Issuing Office may do one or more of the following:
- A. Enter into pre-selection negotiations;
 - B. Schedule oral presentations; *and*
 - C. Request revised proposals.

The Issuing Office will limit any discussions to those responsive Offerors (those that have submitted responsive proposals and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance) whose proposals have the potential for selection. The Criteria for Selection found in **Section M**, shall also be used to evaluate the best and final offers.

- 2.20 PRESS RELEASES.** Offerors shall not issue press releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.
- 2.21 CONTRACT RESTRICTION.** From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation

of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other and/or competing Offeror personnel may be disqualified.

- 2.22 DEBRIEFING CONFERENCES.** Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. **An Offeror's exercise of the opportunity to be debriefed does not constitute the filing of a protest.**
- 2.23 PROJECT FUNDING AVAILABILITY.** The funding available for this project is estimated at **\$500,000.00** or FIVE HUNDRED U.S. DOLLARS with the Issuing Office's expectation is to award multiple contracts not to exceed the total funding availability threshold set forth within this RFP.
- 2.24 CONTRACT TERM.** The term of the contract will commence on the Effective Date and will end in eighteen (18) base months or **December 31, 2013** inclusive of a six (6) month initial performance review period. The initial performance review will be contingent upon the selected Offeror(s) Contract Statement of Work performance; referenced by the Project's Statement of Work. If the contract performance benchmarks are attained, the selected Offeror will be eligible for a Contract Continuation to complete the stated Contract Term; and the possibility of an additional two (2) year contract renewal option, depending on which occurs first, if the renewal option is initiated. However, if the contract performance benchmarks are not attained, the selected Offeror will be subject to Contract Termination by December 31, 2012. Renewal options will be at the sole discretion of the Prince George's County Economic Development Corporation - Workforce Services Division that will take into consideration the degree to which the subcontractor meets/exceeds established performance standards; and contingent upon Federal Workforce Investment Act funding availability.

The selected Offeror shall not start the performance of any work prior to the Effective Date of a fully executed and approved written contract between the selected Offeror and PGCEDC-WSD. **PGCEDC-WSD shall not be liable to pay the selected Offeror for any pre-service or work performed or expenses incurred, including proposal preparation, before the Effective Date and execution and approval of a final written contract.**

- 2.25 OFFEROR'S REPRESENTATIONS AND AUTHORIZATIONS.** By submitting its proposal, each Offeror understands, represents, and acknowledges that:
- A. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s).
 - B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential Offeror.
 - C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential Offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
 - D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from

submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed.
- H. The Offeror is not currently under suspension or debarment in the State of Maryland, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- J. Each Offeror, by submitting its proposal, authorizes PGCEDC-WSD to release to the State of Maryland information concerning the Offeror's Maryland taxes, unemployment compensation, workers' compensation liabilities, and total compensations for individuals charged to the contract.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity.

2.26 SELECTION NOTIFICATION. The Contracts Department will notify the selected Offeror in writing the Issuing Office's selection(s), after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

2.27 USE OF ELECTRONIC VERSIONS OF THIS RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

DESCRIPTION/SPECIFICATIONS OF THE STATEMENT OF WORK

- 3.1 POTENTIAL CONGRESSIONAL REVISIONS TO WIA YOUTH PROGRAM ELIGIBILITY.** Offerors should be aware that the United States Congress is debating and potentially enacting the Federal Workforce Investment Act Reauthorization legislation. Congressional reauthorization may/will significantly change current WIA Youth Program eligibility among other program components. Offerors should be prepared to discuss potential program changes and how their proposed program model can be revised, if Congress enacts changes. Unless otherwise notified, the PGCEDC-WSD shall expect that all proposals will be developed under the current Workforce Investment Act legislative authorization; to include all current youth program eligibility guidelines and program components.

VOLUME I: TECHNICAL

3.2 SPECIFICATIONS

- 3.2.1 SCOPE.** To deliver services to Prince George’s County’s in-school youth ages fourteen (**14**) through twenty-one (**21**) and out-of-school youth ages sixteen (**16**) through twenty-one (**21**).

3.3 TECHNICAL REQUIREMENTS

- 3.3.1 TECHNICAL UNDERSTANDING.** Youth services are for Prince George’s County’s in-school youth ages fourteen (**14**) through twenty-one (**21**) and out-of-school youth ages sixteen (**16**) through twenty-one (**21**), including services for “at risk” youth, that combine education with career exploration, apprenticeships, internships, and/or jobs in targeted industry clusters. In addition, Proposals may offer innovative approaches to academic remediation, occupational skills training, attainment of general educational development (GED) credentials, Science Technology Engineering and Math (STEM), and services to youth with disabilities through program enrichment options; be attractive to the target population; and provide creative partnerships with employers, community based organizations, and other human service agencies to assure job placement after successful completion of high school and/or GED testing. Additional detail provided in **Section L, 12.3** of this RFP.

- 3.3.2 TECHNICAL APPROACH.** PGCEDC-WSD will facilitate the approach that produces a demand driven system that brings businesses (demand side) and training providers (supply side) together as partners to identify solutions to workforce challenges. Within this approach the roles of the partners are to:

- A. Businesses – define workforce challenges, identify required skill sets, assist in developing training curricula, identify career pathways, and provide jobs.
- B. Service providers – develop curricula for vocational training and work readiness, tailored for a specific company or industry; provide training; recruit trainees; and provide job placement.
- C. Workforce Services Division - identify needs of the demand side, and align the supply side to meet those needs; foster communication and understanding between service providers and business.

Additional detail provided in **Section L, 12.3** of this RFP.

3.3.3 PROGRAM DESIGN. Additional detail provided in **Section L, 12.3** of this RFP.

3.3.3.1 PROGRAM POPULATION AND BARRIERS. Youth, to be served through this program, are defined through the Workforce Investment Act as in-school or out-of-school (an eligible youth who is a high school dropout; or who has either graduated from high school or holds a GED, but is basic skills deficient, unemployed, or underemployed), low-income, ages fourteen (**14**) through twenty-one (**21**), and identified as "at-risk" due to one or more of the following challenges to successful workforce entry:

- A. High school dropout; or who has either graduated from high school or holds a GED, but is basic skills deficient, unemployed, or underemployed;
- B. Deficient in basic literacy skills;
- C. Homeless, runaway, or foster child;
- D. Pregnant or parenting;
- E. Offender;
- F. Youth with twenty (**20**) plus unexcused absences per school year;
- G. Youth with cumulative grade point average below 2.0;
- H. Youth living in a single parent household;
- I. An individual (including youth with a disability) who requires additional assistance to complete an educational program, or to secure and hold a job; *and*
- J. In addition to the nine (**9**) criteria listed immediately above, **all** youth applying for services must meet these additional programmatic requirements:
 - 1. Must have complied with the requirements of the Military Selective Service Act by providing documentation to demonstrate compliance with those requirements, if appropriate, *and*
 - 2. Be lawfully eligible to work in the United States.

Up to five percent of youth participants served by youth programs may be individuals who do not meet the income criterion for eligible youth. These youth must meet the same eligibility requirements for other youth listed above, with the following additions:

- A. Are one or more grade levels below the grade level appropriate to the individual's age, as determined by the appropriate test or school system; *or*
- B. Face serious barriers to employment. This would include but not be limited to youth with disabilities, youth who are considered at risk due to family situations such as family history of domestic violence, child abuse, substance abuse, or whose siblings are offenders or school dropouts, and youth for whom English is their second language.

3.3.3.2 PROGRAM SERVICE AREA. The successful Offeror will serve youth participants residing in the Prince George's County Workforce Investment Area.

3.3.3.3 PROGRAM DESIGN REQUIREMENTS. Under the Workforce Investment Act (WIA), the following elements must be addressed in the applicant's program design. Elements can be made available directly or through partnerships. The primary goals are meeting individual needs and continuity of services. If partnering to provide these elements, programs must show how they will ensure follow through and coordination of services. All youth do not need to take part in each of these elements, but each must be made available in a substantial way. **Twelve (12) month follow-up services must be offered to all youth participating in a WIA funded program.**

Qualified Offerors must have the capacity to design, deliver, and continuously improve youth programs within Prince George's County. An Offeror may submit a proposal to serve Prince George's County's in-school youth ages fourteen (14) through twenty-one (21) and out-of-school youth ages sixteen (16) through twenty-one (21). Offerors must demonstrate the ability to provide long-term, comprehensive services to youth. A collaborative strategy that provides access to all the WIA required program elements for youth is preferred. Those Offerors with an employment focus must utilize a demand driven model (linked to the PGCEDC-WSD's industry clusters). Offerors are expected to link with existing programs and resources in the community. In addition, PGCEDC-WSD seeks innovative projects that both demonstrate new programs and/or techniques and projects that demonstrate how existing programs can be used creatively to address the needs of at-risk youth.

Program design will also be evaluated on creativity in the use of funding, leveraging of new and existing resources, and linking youth to positive outcomes including employment, achievement of GED, academic remediation, enrollment in apprenticeships, and credentialing. The successful Offeror must develop marketing strategy(s) and information dissemination tools and materials to ensure that eligible youth understand the type of services available to them and understand the expected result(s) of selecting the Offeror's services.

Offerors are requested to submit a proposal that describes in detail how their proposed program will provide the following program activities:

1. **Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies.** This could consist of academic remediation, attainment of the GED or GED certificate of completion, instruction leading to post-secondary prerequisites and successful participation.
2. **Alternative secondary school services.** Youth who are out of school, but still of school age or in school and not progressing satisfactorily in the traditional classroom or through the traditional college bound or vocational curriculum may be returned to school in alternative education programs already in place in the school district, or may be connected to Alternative Adult Education programs as a means to strengthen needed math, reading, technology and communication skills to achieve the skills needed to reach the employment goal, pursue post secondary education or participate in an alternative education program provided by the Offeror.
3. **Work experience, paid or unpaid, including internships and job shadowing.** In instances of work experience, whether paid or unpaid, the successful Offeror must document the specific competencies the youth is expected to gain as a result of the experience. Internship and Job Shadowing shall be by written agreement with the objectives for the experience clearly stated. A written agreement that includes the competencies and the level of proficiency to be achieved must be maintained and successful attainment recorded on the competency checklist.
4. **Occupational skills training.** This training may be delivered through apprenticeships, and on-the-job training, as appropriate, in order to ensure that the youth achieve the employment goal included in the individual service strategy.
5. **Leadership development opportunities.** Opportunities that include community service and peer centered activities that encourage personal responsibility and other positive social behaviors during non-school hours must be made available. The successful Offeror

must ensure that such opportunities are readily available and negotiate such opportunities based on the needs of the individual youth for personal development. The individual service strategy must show the leadership development activity(s) and the expected outcome.

6. **Supportive services.** The successful Offeror must either provide or arrange to have provided the services that allow the youth full participation in the activities included in the service strategy and to achieve the employment and education goals included in the service strategy. The support services may include, childcare, transportation, and other supports to allow full participation.
7. **Adult mentoring.** These programs may be provided and available to any youth requiring the support and involvement of a responsible caring adult. Mentoring must be provided during the period of the youth's involvement in WIA services and after termination from all WIA services for a *total of not less than twelve (12) months*.
8. **Comprehensive guidance and counseling.** These program elements may include drug and alcohol abuse counseling. All youth must receive on-going counseling and case management while participating in WIA services. The successful Offeror must ensure documentation of the counseling and guidance activities in the records of the youth through case notes, appointments and other notations.
9. **Follow-up services.** Follow-up services are required for a *total of not less than twelve (12) months* for all youth after completion of participation in all services detailed in the individual service strategy. Follow-up services may include a return to WIA core services through the One-Stop or mentoring and other non-training services. **Note: A follow-up service is an element and requirement.**

Note: *Any youth whose assessment shows a need for any of the above elements must be provided with access to the service.*

- B. **Assessments to identify skills, competencies, and service needs of youth** ages fourteen (14) through twenty-one (21). At a minimum, assessments shall include:
1. Occupational skills
 2. Prior work experience
 3. Interests
 4. Aptitudes
 5. Support service needs
 6. Developmental needs

Offerors are to identify how the results of the assessment will be used to design an individual service strategy that assists youth to develop the skills required to gain competence in those skills, complete and receive the GED, and find full time employment.

The successful Offeror is expected to provide services to youth through the completion of the youth's service plan, which includes a minimum of twelve (12) months of follow-up services. **Termination of youth from the program is to be contingent upon completion of their service plan and not when WIA funds are exhausted.** *As such, the Offeror should plan the end of services to coincide with the end of funding. Offeror may propose their plan to ensure continued*

services for youth enrolled in the program regardless of the availability of WIA funding.

PGCEDC-WSD will also review submitted proposals to determine if Offerors address the following:

1. All youth are expected to become economically self-sufficient over time, and possess the math, literacy and numeracy skills to be life long learners and earners as they enter full workforce participation.
2. Integrated and streamlined access to workforce development information and services is a must for all youth.

Minimize and eliminate barriers to youth workforce preparation and participation.

3.3.3.4 PROGRAM DESIGN REQUIREMENT COMPONENTS.

1. **Certification:** Under the WIA legislation for federal funding, all youth must meet eligibility criteria defined in this section. Certification of eligibility for any WIA funded programs must be completed prior to enrollment. Certification includes income determination. PGCEDC-WSD will assist the selected Offeror(s) by providing technical assistance on the certification process to determine eligibility.
2. **Orientation:** All participants must receive information on the full services that are available through eligible providers, including contracted programs and One-Stop Partners in the County's One-Stop system.
3. **Assessment:** Each participant will be provided with an objective assessment of his/her academic, employment skills, and supportive service needs. This includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes, and supportive service needs. The goal is to accurately evaluate the youth in order to develop an appropriate service strategy to meet his/her individual needs.
4. **Individual Service Strategy:** An individualized, written plan of long and short-term goals (that includes educational, employment related and personal support services needed) will be developed for each participant. Programs should use objective assessment information to develop this plan. The plan should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur.
5. **Referral:** Any eligible youth who is not enrolled in services at a contracted program must be given the referral information regarding the full array of applicable or appropriate services available through local programs including the County's One Stop Career Center and its partners and providers.
6. **Supportive Services:** Supportive services are those necessary to assist the youth to be successful in achieving their goals. This may include transportation, childcare, work-related tools, clothing etc. To the greatest extent possible, programs should address support service needs through leveraging of existing resources and private/public partnerships.
7. **One-Stop Partnership:** The One-Stop system provides workforce development services to adults. Youth Vendors will be expected to engage in partnerships to provide additional resources and services to youth. Specifically programs serving youth, ages 18 – 21 years old should be actively participating with the One-Stop partners to ensure that these youth have access to the full range of services available through the WIA adult services which are available to individuals who are at least eighteen (18) years of age.

3.3.3.5 PROGRAM DESIGN ACADEMIC REQUIREMENTS. In order to assist participating youth in both academic and occupational successes, services must have a strong emphasis on academic skill gains in

Basic English language literacy skills and math computation skills. The target population to be served includes youth who may have low basic skills, defined as below eighth (8th) grade level. All programs must provide academic services to assist in skill gains for basic skills deficient youth. Assessment instruments must be utilized to show skill level gains. PGCEDC-WSD will work with contracted programs to identify appropriate tools.

PGCEDC-WSD encourages Offeror(s) to show alignment with state educational reform standards where applicable (i.e., partnerships with public school systems via shared curriculum, instruction delivered by school systems, etc.)

There are a variety of strategies that may help youth attain academic skills. The following are examples:

1. Basic skills instruction leading to grade or skill level increase, including English as a Second Language,
2. Instruction leading to high school diploma or GED
3. Preparation for entry into post secondary education
4. Project based learning with learning objectives tied to academic competencies
5. Community and service learning
6. Tutoring and/or study skills leading to educational success and school retention

3.3.3.6 PROGRAM DESIGN EMPLOYER CONNECTION REQUIREMENTS. Bonafide connections to employers are essential in the creation of a system of providers that can effectively assist youth to become highly skilled and provide several strategies for doing this. They include both systemic and program level approaches to meaningful, quality connections to employers. Offeror(s) should demonstrate meaningful employer connections. These connections should lead to increased placements in employment or continuing education, as well as, meaningful exposure to the world of work leading to measurable skill increases. Employment related activities can include:

1. Subsidized work experiences leading to unsubsidized employment
2. Internships
3. Job shadows
4. Exposure to various aspects of industry
5. Job search assistance, placement and retention
6. Project based learning
7. Career mentoring
8. Service learning
9. Occupational skill training
10. Employment opportunities directly linked to academic and/or occupational skills training

Offerors are encouraged to make employer connections to leverage resources in the form of staff, funds for training, wages, operational needs related to training space, equipment etc.

3.3.3.7 BEST PRACTICES. PCGEDC-WSD will prioritize awards to providers who exemplify the following principles in the delivery of services to youth.

1. Relationships that maintain continuity of contact with caring adults
2. Strong connections to employers
3. A variety of contextual educational options for skill/competency gains or academic learning through practical application
4. Opportunities for leadership and decision-making

5. Positive peer support
6. Opportunities for post-secondary education
7. Opportunities for meaningful service to others
8. Follow-up support over a sustained period

3.3.4 WORK PLAN. The Proposal should state how each objective of the project will be accomplished including major activities and methodologies to be used, as well as, involvement levels. This section should address the program work plan, based on the Offeror's program design. Additional detail provided in **Section L, 12.3** of this RFP.

3.3.5 REPORTING. Maryland Workforce Exchange (MWE) will be used to register participants, track progress, and submit program data, etc. PGCEDC-WSD will provide specific forms, reporting requirements, and any necessary training. The successful Offeror(s) will be required to submit data in a format consistent with MWE.

VOLUME II: CORPORATE

3.4 CORPORATE REQUIREMENTS

3.4.1 RELEVANT CORPORATE EXPERIENCE. The proposal should indicate that the Offeror has a record of prior successful experience in the design and implementation of the services sought through this RFP. Offeror(s) should include statements specifying the extent of responsibility on prior projects and a description of the projects' scope and similarity to the projects outlined in this RFP. All experience under this section should be in sufficient detail to allow an adequate evaluation by the PGCEDC-WSD. In particular, the Offeror should demonstrate experience with developing and implementing a new (or existing) program that service youth, competitive advantages over other Offeror(s) in the same industry, strength and stability as a business concern, and supportive client references.

Furnish background information about your firm in the Cover Sheet, contact information and contact person, including date entity organized, legal form (sole proprietorship, partnership, corporation/state and date of incorporation), days/hours of operation, and other pertinent data. Disclose any conditions (i.e. bankruptcy, pending litigation, planned office closures, impending merger, etc.) and organization conflicts of interest that may affect the Offeror's ability to perform the contract. Additional detail provided in **Section L, 12.4** of this RFP.

In this section, a statement of the Offeror's involvement in litigation that could affect this work should be included. If no such litigation exists, Offeror should so state. The described organizational conflict of interest is as:

1. An Offeror possessing an unfair competitive advantage in competing for the contract; or
2. Award of the contract may result in an unfair competitive advantage for future work; or
3. The Offeror's objectivity in performing the contract work may be impaired.

In addition, the Offeror must certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by a federal, state or local public agency.

3.4.2 CORPORATE FINANCIAL CONDITION. The Offeror's financial solvency will be evaluated. The Offeror's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis. Proposal should include for each of the last three (3) years (2010, 2009, and 2008), copies of financial statements, preferably audited, and/or tax return form (i.e. 1120S, etc.) including at least the

year-to-date (current year 2011) balance sheet, income and/or profit and loss statement, or other appropriate documentation which would demonstrate to Offeror's financial resources sufficient to conduct the project, if WIA funding was not available. Additional detail provided in **Section L, 12.4** of this RFP.

3.4.3 PAST PERFORMANCE. Describe your firm's most noteworthy qualifications for providing the required services to the County's youth. Specifically highlight those qualifications that distinguish you from your competitors. The Offeror(s) should have, within the last twenty-four (24) months, completed a similar type project. Offeror(s) should give at least three (3) references for projects completed or in progress in at least the last twenty-four (24) months. References should include the company name, beginning/ending dates of contracts, and the contact persons' name, title, telephone number for past performance reference that PGCEDC-WSD can contact, as a reference for your firm.

If the Offeror(s) have and/or have had any current and/or prior contracts with PGCEDC-WSD, performance information on the contract should be noted. Current and/or past performance information should include a description of the statement of work with benchmarks, per yearly cost estimates, outcomes, current relationship status, i.e. terminated, contract end, current, etc., and information on problems encountered on the contract and corrective action(s) taken to resolve those problems.

In addition submit a list of terminated contracts. This list shall include all partially or completely terminated (for convenience or default) contracts within the past three (3) years.

Failure to satisfactorily provide the following documentation could result in disqualification of bids submitted.

Evaluation will be based on the responsibility of the Offeror. Areas of consideration include but not exclusive to the following:

1. Conformance of specifications and standards of good workmanship;
2. Adherence to delivery and administrative schedules;
3. Record of forecasting and containing costs;
4. History of reasonable and cooperative behavior and commitment to customer satisfaction; *and*
5. Areas of specific concern.

Additional detail provided in **Section L, 12.4** of this RFP.

3.4.4 CORPORATE QUALIFICATIONS. All businesses/organizations must meet a minimum level of administrative and fiscal capacity in order to contract with PGCEDC-WSD. Therefore, all applicants must provide their Documentation of Qualifications, as indicated. Failure to satisfactorily provide the documentation could result in disqualification of proposals submitted. Additional detail provided in **Section L, 12.4** of this RFP.

VOLUME III: STAFFING AND MANAGEMENT

3.5 STAFFING REQUIREMENTS. The Offeror must show understanding considered in the staffing and management of the project. The Offeror shall consider types of resources required, resources available, and training requirements.

The purpose of this section is to demonstrate the relevant experiences, resources, and qualifications of the proposed staff to be assigned to this project. The experience of Offeror's personnel in implementing similar services to those to be provided under this RFP will also be evaluated. Offeror should also include a statement of its ability to commit full time key personnel for the full term of the contract. The

adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skill mix, and level of involvement of personnel. Personnel should be identified, and should be the individuals who will work directly on the project. Percentage of time, work – hours committed or other identification of the proposed level of effort should be submitted.

Job descriptions for all staff should be included and should indicate minimum education, training, experience, special skills and other qualifications for each staff position as well as specific job duties identified in the proposal. Offerors should also state job responsibilities, workload and lines of supervision. An organizational chart identifying individuals and their job titles and major job duties, as well as, indication of full- or part-time participation is required. The organizational chart should show lines of responsibility and authority. The Offeror should clearly show how the organizational structure is designed to carry out the responsibilities within each of the major components. Additional detail provided in **Section L, 12.5** of this RFP.

3.5.1 KEY PERSONNEL. The Offeror(s) will provide detailed qualifications and experience of key personnel such as Director, Program Manager, Fiscal Officer, Program Coordinator, and Case Managers, and the value they will bring to your proposed program; include any relevant licenses and certifications.

The Offeror(s) will hire and develop quality staff and implement systems for staff stability and continuity of services. For each proposed staff member, provide the length of continuous employment by job classification. When responding, please remember to provide dates, job titles, and relevance of past experience of work undertaken by the employee and proposed partners.

Provide qualifications and experience of proposed partners' key personnel, relative to their importance in providing activities detailed in the work plan.

The Offeror will provide qualified personnel who have sufficient experience, education, training, and skills to satisfactorily perform the requirements of the SOW. Please attach resumes and job descriptions to the proposal for key staff and key staff yet to be hired.

3.5.2 PROGRAM MANAGER. The Offeror will identify and assign a Program Manager who will provide management, administrative, and technical interface with PGCEDC-WSD personnel in the day-to-day performance of the contract. For the Program Manager of the project, describe relevant experience in managing projects of similar size, scope and dollar amount.

3.5.3 FISCAL PERSONNEL. The Offeror will identify and/or assign fiscal personnel who will provide fiscal responsibility, accountability, reporting, and monitoring that interfaces with PGCEDC-WSD personnel in the day-to-day fiscal transparency of the contract. Provide qualifications of fiscal staff that will be responsible for fiscal, procurement, internal controls, reporting, and self-monitoring; thereby, demonstrating the ability and acceptance of fiscal liability for grant funds. (Office of Management and Budget Circular A-133 and 29 CFR Parts 96 and 97)

3.5.4 OTHER KEY PERSONNEL. The Offeror will identify and provide the qualifications of key personnel by activity (i.e. recruitment, eligibility determination, assessment, case management, etc.) including number of hours of relevant training. The intention is to identify the connection between the qualifications and experience of key personnel and the value their expertise will bring to the proposed program. Please do not append resumes of individuals who will not be working on this specific project.

3.5.5 OPERATIONAL HOURS. Work will be performed and not to exceed a forty (40) hour work week,

during the Offeror(s) normal business work week and hours.

PGCEDC-WSD observes the following federal holiday schedule:

1. New Year's Day
2. Martin Luther King's, Jr. Birthday
3. Inaugural Day (Every four years; next will be 2013)
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Christmas Day

Holidays and other non-work days are not billable unless PGCEDC-WSD requested work to be performed on these days, and with prior approval from PGCEDC-WSD's Contracting Officer. Work performed on holidays and other non-work days will be billable at the regular approved rates.

3.5.6 OVERTIME. No overtime is authorized.

3.5.7 SUPPORT/INFORMATION. PGCEDC-WSD will provide the selected Offeror(s) with program design and fiscal compliancy technical support during the contract performance period.

3.5.8 STAFF DEVELOPMENT TRAINING. The selected Offeror(s) will be responsible for providing on-going staff development training.

Staff development training must be documented within the first two weeks of hire through a record of training completion to the Contracting Officer. Areas to be addressed are as follows:

1. Nondisclosure Statement with signature on file to the Contracting Officer within three days of employment
2. The Contract and Statement of Work
3. Code of Ethics
4. Personnel Policies
5. Conflict of Interest Policy
6. Grievance Policy for Customers/Staff

The Contracting Officer will maintain a record of completion of the above developmental trainings in the official contract file.

3.5.9 VENDOR DEVELOPMENT TRAINING. PGCEDC-WSD will provide the selected Offeror(s) with mandatory quarterly vendor development training during the contract performance period.

3.5.10 EMPLOYEE QUALIFICATIONS AND CONDUCT. PGCEDC-WSD reserves the right to require the selected Offeror(s) to remove any contracted employee from a WIA funded program that is found to represent a threat to the safety of participants other employees, and program and fiscal records. In the event of removal, due to an employee substandard performance or behavior that negativity impacts the delivery of services, the selected Offeror(s) must address the situation and inform PGCEDC-WSD Contracting Officer immediately before removing the employee.

3.5.11 SECURITY CLEARANCES. Each employee of the selected Offeror(s) must complete a successful

security background and fingerprint check prior to working with WIA funded eligible youth. Forms submission are to be sent to the Contracts Administrative Specialist for processing, prior to assigning an employee to work on the contract.

3.5.12 TRAVEL REQUIREMENTS. The selected Offeror(s) will be responsible for documenting and maintaining all travel related costs.

Travel costs that are within a fifty (50) mile radius from the primary program site is local travel. Travel costs out-side of the fifty (50) mile radius of the primary program site is long distance travel. Long distance travel must be pre-approved by the Contracting Office at least ten (10) days prior to travel expectation. In addition, long distance travel will not be performed unless it has been approved in writing by the Contracts Officer. Long distance travel is subject to reimbursement that comply with the Federal Travel regulations and Meals and Incidental Expenses governmental rates.

All travel forms submission must be sent to the Contracts Administrative Specialist monthly and accompanied by the cost reimbursement invoice. Failure to submit monthly any documented and cost supported travel will result in the disallowance of cost.

VOLUME IV: COST/PRICING

3.6 COST/PRICING REQUIREMENTS

3.6.1 COST PROPOSAL. The Offeror may propose costs associated with the performing the scope identified in Sections C, 3.2.1. as the cost proposal and the Budget Summary of Costs Worksheet. The description of the proposed costs must be by cost element and how it was derived. Additional detail provided in Section L, 12.6 of this RFP.

All cost information will be included in Volume IV of the proposal. **None of the cost information contained in Volume IV should be included in any other proposal volumes** unless specifically requested in the solicitation

The Offeror must submit the cost proposal and Budget Summary of Cost Worksheet in both hardcopy and CD-ROM.

The Offeror must have an explanation of how costs will be recorded and tracked, and in the name and version of the proposed accounting system.

3.6.2 COST ELEMENTS. The Offeror should identify their plan for leveraging additional resources to provide the services outlined in this RFP. The cost proposal and the Budget Summary of Costs Worksheet shall be provided by major cost elements:

PACKAGING AND MARKING

NOT APPLICABLE FOR THIS RFP

INSPECTION AND ACCEPTANCE

NOT APPLICABLE FOR THIS RFP

DELIVERIES OR PERFORMANCE

- 6.1 PROGRAM OUTCOMES.** Selected Proposals will emphasize program outcomes. The following is a description of the initial performance outcomes the WIB Youth Council will use to measure program success. These outcomes reflect current Department of Labor policy. Under WIA there are three (3) specific youth performance standards.

Target Population *In-School* and *Out-of-School*

Youth Diploma or Equivalent Attainment Rate:

1. **Youth diploma rate will be measured using a similar ratio of achievements over goals.**

Using a pre/post program framework, programs will be measured on the number of youth who attained a diploma (or high school completion/GED) each quarter in relation to those that did not attain a diploma but left the program.

Youth Retention Rate:

2. **Youth retention rate implies (and includes) placement in work or educational program.**

Programs will be measured on the number of youths engaged in one of the following activities two quarters after exiting the program:

- A. Post-secondary education
- B. Advanced training
- C. Employment
- D. Military service
- E. Qualified apprenticeships

Literacy and Numeracy Gains: (for Out-of-School youth only)

3. The number of youth participants who increase one or more educational functioning levels and the number of participants who exit before completing a year in the youth program.

CONTRACT ADMINISTRATION DATA

7.1 CORRESPONDENCE PROCEDURES. To promote timely and effective administration, all correspondence, reports, and other documents submitted under this RFP, shall be subject to the following procedures:

1. Technical Correspondence. Technical questions concerning technical (programmatic) information shall be addressed to the PGCEDC-WSD, Issuing Officer, per the Calendar of Events.
2. Non-Technical Correspondence. Non-technical correspondence concerning this solicitation shall be addressed to the PGCEDC-WSD, Contracting Officer (CO), per the Calendar of Events, i.e. submission deadline, submission location, etc.
3. Subject Line(s). All correspondence shall contain a subject line commencing with the RFP number as illustrated below:
“SUBJECT: RFP NO. EDC-WSD 013 – 11/11 “ _____ ” (Insert subject topic after RFP number, i.e., “Question.”)

7.2 ISSUING OFFICER. Technical (programmatic) questions of this RFP are encouraged to be submitted via email to the PGCEDC-WSD Issuing Officer per the Calendar of Events, as:

Prince George’s County Economic Development Corporation - Workforce Services Division
Youth Services
Atten: Marcita Bentley-Pinkston, Assistant Director of Youth Services
Issuing Officer

MBentley@PGCEDC.com

7.3 CONTRACTING OFFICER. Non-technical questions and the actual receipt of the proposal submission must be delivered to the PGCEDC-WSD CO per the Calendar of Events, as:

Prince George’s County Economic Development Corporation - Workforce Services Division
Department of Administration and Contracts
Atten: Sonji A. Epps, C.P.M.
Contracting Officer
1100 Mercantile Lane, Suite 120
Largo, Maryland 20774

SEpps@PGCEDC.com

7.4 CONTRACTS ADMINISTRATION SPECIALIST. Post-selection contract administration processing will be provided by PGCEDC-WSD Contracts Administration Specialist, as:

Prince George’s County Economic Development Corporation - Workforce Services Division
Department of Administration and Contracts
Atten: Khadijah Dark, Contracts Administration Specialist
1100 Mercantile Lane, Suite 120
Largo, Maryland 20774

SPECIAL CONTRACT REQUIREMENTS

8.1 SUBCONTRACTING AND ASSIGNMENT. The Contractor agrees that no part of the program funded by a Contract shall be assigned or transferred, and no service required shall be subcontracted, either in whole or in part, except as expressly authorized in writing by PGCEDC

8.2 MULTI-YEAR AGREEMENT CONTINGENCY UPON APPROPRIATIONS.

All funding is contingent upon the availability of funds, and this Contract is subject to modification or termination due to the lack of funds.

8.3 PROPERTY

Tangible property with a unit cost of \$100.00 or more, and any item of office furniture and equipment, without regard to its useful life, which is acquired with funds received, shall be considered as equipment property of WSD. Such property shall be duly safeguarded from loss, theft, or damage other than ordinary wear and tear, and at the termination of the Contract, unless other provisions have been made therefore, it shall be surrendered to PGCEDC.

Intangible property subject to copyright and developed using WIA funds, Department of Labor, Department of Labor, Licensing and Regulation, and PGCEDC-WSD reserves royalty-free, non-exclusive and irrevocable rights to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

Intellectual property will prescribe to the same requirements as intangible property.

Information technology property will prescribe to the same requirements as tangible property.

The Contractor shall not acquisition for real property or renovation and/or improvements of real property using WIA funds.

The Contractor shall prescribe to annual tangible and intangible inventory reporting, and asset tagging of WIA owned property.

8.4 PROCUREMENT

The Contractor shall first obtain written approval from WSD for small purchases of goods and services not costing more than \$25,000.00 but greater than \$500.00 U.S Dollars.

The Contractor shall not enter into lease using WIA funds. Leasing must be based on the economy of scale and will require prior approval from WSD.

The Contractor shall not record depreciation of equipment purchased with WIA funds on its financial records.

8.5 AUDIT

At any time during normal business hours and as often as PGCEDC, the State of Maryland, the U.S. Department of Labor, the U.S. Comptroller General, or their designees may deem necessary, the Contractor shall make available to PGCEDC for examination all of its records with respect to all matters covered by this Agreement. PGCEDC, the State of Maryland, the U.S. Department of Labor, the U.S.

Comptroller General, and/or their designees, shall have the authority to audit, examine, and make excerpts or transcripts from records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Should any accounting books or records fail to meet minimum standards of generally accepted accounting procedures of PGCEDC, the Contractor agrees to modify existing or create additional records and recordkeeping procedures, as may be required and requested by PGCEDC, by the State of Maryland, by the U.S. Department of Labor, or otherwise by law.

Further, where it applies, the Contractor understands that net revenues under this Agreement are hereby deemed to be program income, and as such, subject to accurate and timely reporting, use and/or return in accordance with instructions received from PGCEDC for purposes prescribed under WIA or other programs. "Net revenues," as used here are defined as the difference between the total and the actual costs incurred in performing the services listed in Attachment I, as reported by the Contractor and verified by PGCEDC.

8.6 BONDING & INSURANCE

Any person who is authorized to receive and/or deposit WIA funds into the accounts for this training program, or who is authorized to issue financial documents, checks or other instruments of payment for costs under this training program, must be bonded and/or insured in order to provide full protection against loss to PGCEDC, the State of Maryland, and the U.S. Department of Labor.

The Contractor shall be required, at his/her own expense, to provide proof of Comprehensive Liability and Property Damage Coverage to PGCEDC within ten (10) days from the execution of the Agreement with evidence showing the insurance coverage to be in force throughout the term of the Agreement.

The insurance policy to be furnished by the Contractor shall include, by endorsement to the policy, a notice of cancellation shall be given to PGCEDC within thirty (30) days prior to cancellation or upon any material change in the coverage.

8.7 LICENSES & RESPONSIBILITIES

The Contractor shall, without additional expense to PGCEDC, be responsible for obtaining any necessary licenses and for complying with any applicable federal, state and municipal laws, codes and regulations in connection with the performance of services specified herein. It shall take proper safety and health precautions to protect PGCEDC, the public, and the property of others.

The Contractor shall prescribe to the same minimum coverage standard set forth by the Local Workforce Investment Board.

8.8 BUSINESS INTERRUPTION

The Contractor shall notify PGCEDC, in writing, should the company experience a business failure or bankruptcy, relocation, or any other circumstance which may prevent the Contractor from successfully fulfilling this Agreement, and/or its objectives and requirements.

8.9 PARTICIPANT GRIEVANCE

PGCEDC's Grievance Procedures are attached hereto as Attachment IV and made a part of this Agreement.

A. The Contractor agrees to fully inform all participants at the initiation of their employment and/or training relationship, of their rights and benefits under this Agreement.

- B. A Contractor may operate its own grievance system whereby all participants funded under this Agreement can register and process grievances related to the terms and conditions of their relationship with the Contractor, or the Contractor may utilize PGCEDC's Grievance Procedures.
- C. If a Contractor elects to maintain its own grievance procedures, the Contractor agrees that PGCEDC and the Department of Labor, Licensing and Regulation (DLLR), if necessary, can review the Contractor's decision if requested to do so by the participant.
- D. The Contractor further agrees to provide each participant with a written copy of the above grievance procedures upon the initiation of their relationship. A copy of the Contractor's grievance procedures and of any changes thereto made in the course of this Agreement shall be forwarded to PGCEDC within ten (10) days of Agreement execution.
- E. In the absence of the Contractor's grievance procedures, participants are to be referred to PGCEDC for resolution of the dispute.

8.10 CONTRACTOR GRIEVANCE

Any dispute between the Contractor and PGCEDC concerning a question of fact arising under this Agreement, not disposed of by mutual agreement, shall be decided, *mutatis mutandis*, in accordance with procedures set forth in 20 CFR Subpart F 667.600.

8.11 HEALTH & SAFETY

The Contractor agrees that no participant will be required or permitted to work, be trained, or receive services in buildings or surroundings which are unsanitary, hazardous, or dangerous to the participant's health or safety.

8.12 POLITICAL ACTIVITY

The Contractor agrees that the funds obtained under this Agreement will never be used for either partisan or non-partisan political activity, nor will they ever be applied in an effort to influence the passage or defeat of any proposed Federal, State or local legislation. Participants trained by an elected official shall not be involved in political activity as a part of their training.

The Contractor agrees that the participant's enrollment and training will never be granted on political affiliation basis or influenced by political patronage.

8.13 SECTARIAN ACTIVITY

The Contractor agrees that participants will not be involved in, nor will funds under this Agreement, be expended for religious or anti-religious activities, as part of the training under this Agreement.

The Contractor further agrees that the funds obtained under this Agreement will not be used for the construction, operation, or maintenance of that portion of any facility that is to be or is being used for sectarian instruction or religious worship.

8.14 UNION ACTIVITY

The Contractor agrees that none of the funds obtained under this Agreement will be used in any way to promote or to oppose union activity, except that, where required by a collective bargaining agreement, the Contractor may check off union dues or service fees.

8.15 CONFLICT OF INTEREST

In the event that the Contractor or its designee becomes a member of a Workforce Investment Board, or any other group which is organized to advise PGCEDC on the appropriateness of WIA or other programs, the Contractor, or its designee, will not vote on or otherwise attempt to influence any decisions affecting WIA or other program funding of this or any program in which the Contractor, or its designee has a business or a personal interest at stake.

The Contractor will not charge a fee or otherwise accept anything of value as a precondition for the actual or potential acceptance of any WIA or other program enrollee to this program.

The Contractor will not use funds obtained under this Agreement to hire EDC employees or their immediate family members who have any administrative influence over this program.

Each sub-recipient procurement shall also include an assurance that no funds will be used to encourage or to induce the relocation of an establishment, or part thereof, that results in the loss of employment for any employee of such establishment at the original location.

8.16 APPLICABLE LAW

The Contractor understands that this program is to be operated in full compliance with the WIA and with the U.S. Department of Labor regulations issued pursuant to WIA, with the Fair Labor Standards Act of 1938, the Davis-Bacon and the Equal Pay Acts of 1970 and with all other applicable laws, codes, rules and regulations which are now in effect or which take effect during the term of this Agreement, of the United States of America, the State of Maryland, Prince George's County, and of their agencies and courts, and with the terms of this Agreement and any subsequent modifications thereto.

8.17 INDEMNIFICATION & HOLD HARMLESS STATEMENT

The Contractor agrees to indemnify and hold harmless PGCEDC and its officers, agents and employees (collectively the "Indemnified Persons"), and will pay to the Indemnified Persons the amount of any loss, cost, liability, damage (including incidental and consequential damages), claim and other expenses (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not involving a third-party claim (collectively "Damages"), suffered or incurred by PGCEDC by reason of the Contractor's negligence, arising, directly or indirectly, from or in connection with the performance of this Agreement. The Contractor shall be responsible for all damage to persons or property that occurs as a result of its fault or negligence. The Contractor shall take proper safety and health precautions to protect all employees and clients of the corporation. The remedies provided in this Paragraph will not be exclusive of or limit any other remedies that may be available to PGCEDC or the other Indemnified Persons. Contractor will be liable to PGCEDC for contribution in the event a court or regulatory agency finds PGCEDC and Contractor jointly and severally liable for any damages related to the performance of services under this Agreement. All obligations of the Contractor to indemnify PGCEDC and other Indemnified Persons contained in this Agreement will survive the actual performance of this Agreement and will remain enforceable for a period of six (6) years after the last date on which any services are performed under this Agreement.

Neither the federal government nor the government of the State of Maryland are parties hereto and no legal liability on their part is implied under the terms and conditions of this Agreement.

The Contractor agrees to hold PGCEDC harmless from any liability of any nature, legal or equitable, for or on account of any suits, in contract or in tort, actual or threatened, and from damages or payment,

including costs and expenses arising out of breach of the terms of this Agreement, or by reason of other acts or omissions on the part of the Contractor, its employees, agents, servants and/or subcontractors.

Further, the Contractor shall indemnify PGCEDC and its officers, agents and employees against liability as it relates to Patent Rights and Copyrights/Rights to Data (Attachment VII).

8.18 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

As a condition to the award of financial assistance under WIA from the Department of Labor, with respect to operations of the WIA-funded program or activity, and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the Equal Employment Opportunity and Affirmative Action Acts of 1968, as amended; and outlined in the WIA of 1998, 29 CFR Part 37, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; Americans With Disabilities Act (ADA) of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.

All programs, policies, procedures and activities conducted by and through PGCEDC, its employees and Contractors, shall be conducted without discrimination on the basis of race, color, religion, gender, sexual orientation, national origin, age, disability, or parental status, to the extent permitted by law.

- A. The Contractor agrees that the participants will not be treated any more or less favorably than people in similar training/positions who are not WIA participants. This extends to work conditions and fringe benefits, but may not include retirement and pension benefits and grievance procedures.
- B. The Contractor agrees to cooperate in a mutual effort to increase the participation of those segments of the population, which are particularly underrepresented in the various employment fields.

8.19 ASSURANCES & CERTIFICATIONS

The Contractor agrees to adhere to all of the requirements of PGCEDC's Two Year Plan (available at PGCEDC, 1100 Mercantile Lane, Suite 120, Largo, Maryland 20774). The Contractor also agrees to comply with all of the conditions of the WIA Law (PL 105-220) and regulations.

The Contractor understands that the Assurance and Certification made by PGCEDC to the State of Maryland and the U.S. Department of Labor bind the Contractor as fully as they bind PGCEDC.

All marketing and advertising must be in compliance with the Maryland Higher Education Commission requirements, COMAR 13B.01.01 and 13B.01.01.04B (10).

CONTRACT CLAUSES

TITLE 21 CODE OF MARYLAND REGULATIONS
MANDATORY CONTRACT PROVISIONS

- 9.1 NON-HIRING OF EMPLOYEES:** No employee of the State of Maryland whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, during the pendency and term of this contract and while so employed, become or be an employee of the Contractor or any entity that is a Subcontractor on this contract.
- 9.2 DISPUTES:** This contract is subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance COMAR 21.07.01.06B. As used herein, “claim” means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under COMAR 21.07.01.06B. However, if the submission subsequently is not acted upon in a reasonable time or is disputed as to liability or amount, it may be converted to a claim for the purpose of COMAR 21.07.01.06B. A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the Attorney General. When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy. The Contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim. The procurement officer shall render a written decision on all claims within 180 days of receipt of the Contractor’s written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer’s decision shall be deemed the final action of the State. The procurement officer’s decision shall be final and conclusive unless the Contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision. Pending resolution of the claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer’s decision.
- 9.3 MARYLAND LAW PREVAILS:** This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 9.4 AMENDMENT:** This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of the Contract are superseded by this agreement. Any amendment to the Contract must first be approved in writing by the procurement officer, subject to any additional approvals required by Maryland law. No amendment to the Contract shall be binding unless so approved and unless it is in writing and signed by the party to be charged.

- 9.5 NONDISCRIMINATION IN EMPLOYMENT:** The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- 9.6 CONTINGENT FEE PROHIBITION:** The Contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
- 9.7 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS:** If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.
- 9.8 TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
- 9.9 TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the State, in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

- 9.10 DELAYS AND EXTENSIONS OF TIME:** The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
- 9.11 VARIATIONS IN ESTIMATED QUANTITIES:** No equitable adjustment shall be permitted in favor of either the State of Maryland or the Contractor in the event that the quantity of any pay item in this Contract is an estimated quantity and the actual quantity of such pay item varies from the estimated quantity stated in the Contract.
- 9.12 SUSPENSION OF WORK:** The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the procurement officer may determine to be appropriate for the convenience of the State.
- 9.13 PRE-EXISTING REGULATIONS:** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.
- 9.14 FINANCIAL DISCLOSURE:** The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.
- 9.15 POLITICAL CONTRIBUTION DISCLOSURE:** The Contractor shall comply with Election Law Article, §§14-101 – 14-108, which requires that every person that enters into contracts, leases or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- 9.16 RETENTION OF RECORDS:** The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by

authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

- 9.17 COMPLIANCE WITH LAWS:** The Contractor hereby represents and warrants that:
- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - B. It is not in arrears with respect to the payment of any monies due and owed to the State of Maryland, or any department or unit thereof, including but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
 - C. It shall comply with all federal, State and local laws, regulations, and ordinances, applicable to its activities and obligations under this Contract; and,
 - D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- 9.18 COST AND PRICE CERTIFICATION:** The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for: (1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or (2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer. The price under this contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.
- 9.19 SUBCONTRACTING; ASSIGNMENT:** The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall be subject to any terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.
- 9.20 CHANGES IN SCOPE:** The State shall retain the unilateral right to require changes in the scope of services provided under the Contract so long as such changes are within the general scope of work to be performed under the Contract.
- 9.21 PAYMENT OF STATE OBLIGATIONS:** Payments to the Contractor pursuant to the Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Each such invoice must reflect the Contractor's federal tax identification number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited.
- 9.22 CONFLICTING TERMS:** The Contractor understands and agrees that the terms and conditions of this Exhibit are mandatory under State law, may not be waived, and that they supersede any conflicting terms and conditions set forth in the Contract, which shall be deemed to be amended to incorporate therein the provisions set forth in this Exhibit.

- 9.23 CENTURY COMPLIANCE WARRANTY:** Contractor warrants that the products provided or systems developed under this contract are century compliant. “Century compliant” means that the product: (1) is able to process date data accurately – including date data century recognition, calculations and accommodate same century and multi-century formulas and date values (including leap year factors), and date data interface values that reflect the century – when used either in a stand-alone configuration or in combination with other century compliant products used by the State; (2) will not abnormally terminate its function or provide or cause invalid or incorrect results due to incompatibility with the calendar year. In addition to any other warranties applicable to this contract or any remedies otherwise available to the State, Contractor agrees to repair or replace any product furnished under this Contract that is not century compliant, provided the State gives notice within a reasonable time following discovery of such failure.
- 9.24 NOVATION OR CHANGE OF NAME:** This contract is not transferable or otherwise assignable without the written consent of the procurement officer, who, prior to granting consent, shall determine whether the proposed transfer or assignment is in the best interest of the State. If the procurement officer determines that the proposed transfer or assignment is in the best interest of the State, before the procurement officer consents to a transfer or assignment, the Contractor (transferor) and the transferee shall enter into a novation agreement with the procurement officer in which the transferee agrees to complete the contract affidavit and assumes all of the transferor’s obligations, and the transferor waives all rights under the contract as against the State. A Contractor that intends to change its name shall notify the procurement officer and agree to enter into an agreement with the procurement officer that reflects the change of name and provides that no other terms of the contract are changed.

LIST OF ATTACHMENTS

- 10.1 FORMS SUBMITTAL LIST BY VOLUME**
- 10.2 PRE-AWARD SURVEY**
- 10.3 PRE-AWARD FOR RELOCATING ESTABLISHMENTS**
- 10.4 W-9**
- 10.5 PROPOSAL AFFIDAVIT**
- 10.6 CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**
- 10.7 CERTIFICATION REGARDING LOBBYING**
- 10.8 DRUG FREE WORKPLACE REQUIREMENTS CERTIFICATION**
- 10.9 CERTIFICATION REGARDING ACORN PROHIBITION**
- 10.10 COST PROPOSAL: BUDGET SUMMARY OF COST WORKSHEET**
- 10.11 COST ALLOCATION PLAN**
- 10.12 SALARY DETAIL COST ESTIMATE**

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- 11.1 DISCLOSURE STATEMENT OF COST ACCOUNTING PRACTICES AND CERTIFICATIONS.** Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

- 12.1 PROPOSAL PREPARATION REQUIREMENTS.** Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations, as deemed necessary, to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

- 12.2 PROPOSAL FORMAT.** Proposals should be printed on white paper, double-spaced, using a 12-point font (Times or similar) and one-inch margins on all sides; pages should be numbered. Binders and bonded proposals are not necessary; The narrative shall not exceed twenty (20) pages; this does not include the cover sheet, budget, and attachments in the count, one staple or paper clip in the upper-left hand corner, securing all pages, is sufficient.

Offers must submit one (1) original and complete submission in **four distinct volumes** with a titled volume sheet and list of contents within each volume as page zero. Volumes are as: (1) **Technical Volume**; (2) **Corporate Volume**; (3) **Staffing and Management Volume**; and (4) **Cost/Pricing Volume**. In addition, Offerors shall submit seven (7) paper copies of the technical proposal only; and the technical proposal and cost proposal **on CD-ROM**. The four (4) Volumes will be assembled as follows:

12.3 VOLUME I: TECHNICAL PROPOSAL

This section should not exceed twenty (20) pages, excluding the one page volume sheet from the total narrative count. It should include the requested information in the following order: (please caption each section as outlined below and include the section headings).

TECHNICAL REQUIREMENTS:

**TECHNICAL UNDERSTANDING AND TECHNICAL APPROACH
(Outlined in Section C, 3.3.1 and 3.3.2)**

Understanding of the Workforce Development Arena in Prince George's County. Offerors must clearly document their understanding of the County's current and projected workforce needs.

1. Strategies to move youth into one or more of the County's major industry clusters:

Technology	Retail
Business and Finance	Hospitality and Tourism
Transportation	Construction and Development
Health and Science	Public Service
Green/Energy	

2. Documentation of the Offerors career planning activities for specific industries (i.e. construction trades, healthcare, and hospitality).
3. Approaches to prepare youth for the world of work (work readiness skills) and postsecondary education.
4. Approaches to prepare youth with disability for the world of work (work readiness skills) and postsecondary education.

PROGRAM DESIGN:

PROGRAM POPULATION AND BARRIERS

(Outlined in Section C, 3.3.3.1)

Project objectives and the Offeror’s understanding of the challenges faced by Prince George’s County youth (including best practices to address those challenges).

1. Offerors can include barriers associated with low test scores, drop-out rates, gangs, juvenile offenders, young parents, disability, and other factors impeding youth’s successful transition to adulthood.
2. Offerors should describe any barriers to providing services and explain their organization's strategy for addressing these barriers.

PROGRAM DESIGN:

PROGRAM REQUIREMENTS

(Outlined in Section C, 3.3.3.3 through 3.3.3.7)

Offerors must describe in detail the overall design of the program including innovative approaches and identify a minimum of five (5) of the nine (9) WIA program elements. Additional detail provided in **Section C, 3.3.3.3** of this RFP. Address the following requirements below for the identified program element, as:

1. Target population
2. Marketing and recruitment activities
3. Services to be provided
4. Assessment tools: Offerors must utilize an approved assessment test that includes on the following tools: (1) Test of Adult Basic Education (TABE), (2) Comprehensive Adult Student Assessment Systems (CASAS), and (3) Adult Basic Learning Examination (ABLE) to measure gains in numeracy and literacy levels
5. Partnerships, community resources (social services, health organizations, juvenile services) and linkages to employers, unions, professional associations and/or post secondary institutions. *Document with Letters of Support and/or Memorandums of Understanding.*
6. Follow-up services for up to twelve (12) months post program
7. Program numerical goals: number enrolled, number of completers, number received credentials, number enrolled in post-secondary, number job placements, *and*
8. Provide plan to meet reporting requirements.

**WORK PLAN:
(Outlined in Section C, 3.3.4)**

Offerors must present their work plan that includes the following:

1. Provide a written discussion of the work plan addressing process flow, time frames for each component; how findings will be addressed in the process; and the ability to maintain the work plan schedule (i.e. drawing on firm resources, training, etc.).
2. Provide a strategic overview including all elements to be provided.
3. Breakdown into logical tasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each task.
4. Identify critical tasks;
5. Estimate time involved in completion of tasks;
6. Identify all assumptions or constraints on tasks;
7. Refer to specific documents and reports that are to be produced as a result of completing tasks.
8. Contain a summary, at the activity level, to show completion schedules relative to deliverables.
9. Include charts and graphs which reflect the work plan in detail.
10. Describe the approach to Project Management and Quality Assurance.
11. Discuss what flexibility exists within the work plan to address unanticipated problems which might develop during the contract period.
12. If the Offeror intends to subcontract for portions of the work, the Offeror should include specific designations of the tasks to be performed by the subcontractor.
13. Document procedures to protect the confidentiality of records of participants, including records in databases that may be transmitted electronically via e-mail or the Internet.

**VOLUME I: TECHNICAL PROPOSAL DOCUMENTATION SUBMISSION CHECKLIST:
Additional detail provided in Section B, 2.6 of this RFP.**

1. **Technical Proposal.** The narrative is limited to twenty (20) pages **only**.

12.4 VOLUME II: CORPORATE PROPOSAL

This section should not exceed five (5) pages, excluding the one page volume sheet, cover sheet, Corporate Financial Condition, and Past Performance submissions from the total count.

**RELEVANT CORPORATE EXPERIENCE:
(Outlined in Section C, 3.4.1)**

1. **Cover Sheet.** (Duly signed by individual with legal and fiduciary responsibility for the organization/entity)

Offerors should complete the cover sheet and include **all** of the following information, and indicate not applicable, if necessary:

- A. Name of firm submitting proposal
- B. Firm contact information (full address, including mailing address, telephone, fax, web address)
- C. Contact person's name, title, and contact information (telephone, fax, email, etc.);
- D. Days/hours of operations
- E. Corporate disclosure (i.e. bankruptcy, pending litigation, planned office closures, impending merger, etc.
- F. Organization conflicts of interest
- G. Litigation
- H. Debarment, suspension or otherwise declared ineligible to contract by the federal, state or local public agency; *and*
- D. Signature of individual with legal and fiduciary responsibility for the organization/entity attesting to the following statement on the Cover Sheet:

By executing the proposal cover sheet, "Offeror" acknowledges that "Offeror" has read RFP #EDC-WSD 013 – 11 /11, understands it, and agrees to be bound by its terms and conditions.

- 2. **Relevant Corporate Experience.** Offerors must describe qualifications and experience in the delivery of similar youth services and include the performance results that have been attained with youth through its program. At a minimum, Offerors must have:
 - A. Previously demonstrated success working with in and/or out-of-school youth, including dropouts, with indicators of outcomes that include successful return to and/or completion of education activities, vocational skills training, and entry into unsubsidized employment, *and/or*
 - B. Previous documented success in providing services to target youth groups, including: high school dropouts; individuals with disabilities; homeless and runaway youth; youth offenders and other eligible youth who face serious barriers to employment.

**CORPORATE FINANCIAL CONDITION.
(Outlined in Section C, 3.4.2)**

Offerors must document **all** of the following information, and indicate not applicable, if necessary:

- 1. Legal Entity (*Proof of Incorporation, 501(c)(3), etc.) **<Must submit document proving legal entity.>**
- 2. Written Personnel Policies **<Must submit table of contents of personnel policies.>**
- 3. Written Conflict of Interest Policy for Staff and Board **<Must submit copy of Conflict of Interest .>**
- 4. Written Grievance Procedure for Customers/Clients **<Must submit copy of grievance procedure.>**
- 5. Ongoing Quality Assurance Process for Services **<Must submit descriptions of process.>**

6. Annual Budget of \$100,000 (or more) <***Must submit an annual budget document.***>
7. More than one funding sources <***Must submit revenue documentation.***>
8. Proven Fiscal Capacity including Capacity for Fund Accounting <***Must submit bound copy of most recent formal audit completed within last two (2) years. Must satisfactorily address all findings.***>
9. Audited Financial and/or Non-Audited Financial Statements <***Must submit current reporting period financials (Balance Sheet, Profit & Loss Statement or Income Statement, and Cash Flow Report) WITH the most recent two (2) years of federal tax returns (2011 and 2010 or 2010 and 2009. If there are any tax liabilities, provide a front and back copy of the cancelled check as proof of satisfying the obligation .***>
10. Has (or is able to obtain) liability, property and bodily insurance, motor vehicle (if applicable), death benefits, fidelity bonding, unemployment insurance, officer's insurance/employee dishonesty insurance and Worker's Compensation Insurance <***Must submit certificate of insurance.***>
11. Internet connectivity, individual E-mail accounts for key personnel, and workstation capable of running the latest versions of Microsoft Internet Explorer web browsers, or willingness and budget to acquire these technologies. <***Must submit letter describing how organization currently addresses or plans to address these criteria.***>
12. Certificate of Good Standing for the State of Maryland <***Must submit with this section.***>
15. Copy of Tax Exemption <***Must submit with this section.***>
16. Copy of approved Certificate of Indirect Costs<***Must submit with this section.***>
17. Complete the following forms: <***Must submit with this section.***>
 - A. Pre-Award Survey
 - B. Pre-Award for Relocating Establishments
 - C. W-9
 - D. Proposal Affidavit
 - E. Certified MBE Utilization and Fair Solicitation Affidavit
 - F. Certification Regarding Lobbying
 - G. Drug Free Workplace Requirements Certification
 - H. Certification Regarding ACORN Prohibition

**PAST PERFORMANCE.
(Outlined in Section C, 3.4.3)**

The Offeror must submit written past performance reference information for those contracts specified above in Relevant Corporate Experience; **and** for any current and/or prior contracts with PGCEDC-WSD. Past performance references should be at least three (3) references for projects completed or in progress in at least the last twenty-four (24) months for a similar type project. The information shall include:

1. The company name, beginning/ending dates of contracts, and the contact persons' name, title, telephone number for past performance reference that PGCEDC-WSD can contract,

as a reference for your firm.

2. Information on problems encountered on the contracts and corrective actions taken to resolve those problems. Problems may include those related to the Offeror's operations, policies, planning, scheduling, or practices including, but not limited to: serious injuries or fatalities; regulatory notices of violation resulting from environmental non-compliances; missed milestones; and cost overruns.
3. Submit a List of Terminated Contracts. This list shall include partially or completely terminated (for convenience or default) contracts within the past three (3) years.

Offerors are advised that the PGCEDC-WSD may contact any or all references in the proposal and other sources, including any Federal Government electronic databases; and that the information obtained may be used for both the responsibility determination and the past performance evaluation.

**CORPORATE QUALIFICATIONS.
(Outlined in Section C, 3.4.4)**

Do not include any information that is not specifically requested.

**VOLUME II: CORPORATE PROPOSAL DOCUMENTATION SUBMISSION CHECKLIST:
Additional detail provided in Section B, 2.6 of this RFP.**

1. **Cover Sheet.** Duly signed by individual with legal and fiduciary responsibility for the organization/entity.
2. **Relevant Corporate Experience.** The narrative is limited to five (5) pages **only**. Also submit at least three (3) current Letters of Support.
3. **Corporate Financial Condition.** Document **all** seventeen (17) parts with the requested forms submission, as applicable.
4. **Past Performance.** The reference is limited to at least three (3) similar completed and/or in progress project with the last twenty-four (24) months for any current and/or prior contracts. In addition, a list of any terminated (for convenience or default) contracts within the past three (3) years.

12.5 VOLUME III: STAFFING AND MANAGEMENT PROPOSAL

This section should not exceed four (4) pages, excluding the one page volume sheet, and various key personnel documentation submissions from the total count.

**STAFFING REQUIREMENTS.
(Outlined in Section C, 3.5)**

The Offeror must describe the relevant experiences, resources, and qualifications of the proposed staff to be assigned directly to this project. In addition, describe the experiences of personnel in implementing similar services, and state the Offeror's ability to commit full time key personal for the full contract performance period.

**KEY PERSONNEL.
(Outlined in Section C, 3.5.1 through 3.7)**

Offerors should identify **Key Personnel, Program Manager, Fiscal Personnel, and Other Key Personnel**, as full-time and part-time employed staff, and/or all Subcontractors (this does not preclude the Offerors responsibility to follow federal procurement requirements). Provide dates of employment, job titles, and relevance of past experience of work undertaken by the employee and proposed partners. If hiring and developing proposed staff members, provide the length of continuous employment by job classification, and identify how the Offeror will implement systems for staff stability and continuity of services.

**STAFF DEVELOPMENT TRAINING.
(Outlined in Section C, 3.5.8)**

The Offeror should address their initial and on-going staff development strategy.

VOLUME III: STAFF AND MANAGEMENT PROPOSAL DOCUMENTATION SUBMISSION CHECKLIST:

Additional detail provided in Section B, 2.6 of this RFP.

1. **Staffing Requirements.** The narrative is limited to two (2) pages **only**.
2. **Key Personnel.** The narrative is limited to two (2) pages **only**. Also submit **all** key personnel job descriptions, resumes, and applicable licenses, in addition, to the Offeror's organizational chart.
3. **Staff Development.** Submit your staff development and/or training schedule.

12.6 VOLUME IV: COST/PRICING PROPOSAL

There is no page limitation on the cost proposal, and include the one page volume sheet.

**COST PROPOSAL.
(Outlined in Section C, 3.6.1)**

The Offeror should identify their plan for leveraging additional resources to provide the services identified through their available resources, provide a description of how the additional resources will be integrated into the Offeror's proposed program, and identify the estimated monetary value of the leveraged resources.

The Offeror must submit a cost proposal and Budget Summary of Cost Worksheet summarized by cost element.

1. All cost information will be included in Volume IV of the proposal. **None of the cost information contained in Volume IV should be included in any other proposal volumes** unless specifically requested in the solicitation.
2. All pages in the Volume IV Cost/Pricing Proposal, including forms, tables, and exhibits must be numbered and identified in on the volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. **There is no page limitation on the cost proposal.**
3. For proposal preparation purposes, the Offeror will propose costs associated with performing the scope identified in Sections **C, 3.2.1.**
4. The Offeror will propose cost by fiscal year corresponding to the cost for performing the SOW. The Offeror will not assume fiscal year carryover.
5. The Offeror will format and present cost information by completing the Budget Summary of Cost Worksheets, as well. The cost information shall provide full traceability between

the cost proposal and the cost worksheet; and be consistent with the following instructions:

- A. Budget Summary Cost Worksheets will be completed for the basic contract period and each yearly option.
 - B. Profit Fee will be entered ONLY below the total cost line in the Budget Summary of Costs Worksheets, if applicable. Profit Fee will be proposed by fiscal year for the basic and option periods.
 - C. The cost proposal shall include a breakdown of cost correlated with the SOW and consistent with the Offeror's technical proposal.
6. The Offeror will provide a detailed cost proposal on how the proposed costs by cost element were derived.

The Offeror must have an explanation of how costs will be recorded and tracked, and in the name and software version of the proposed accounting system.

COST ELEMENTS.

(Outlined in Section C, 3.6.2)

The Offeror must provide the cost proposal and the Budget Summary of Costs Worksheet by major cost elements:

1. Direct Program Labor Costs (including labor categories, direct labor hours and direct labor rates for each labor category type), AND fringe benefits.
 - A. The fringe benefit rates provided shall be applied to direct labor costs associated with the incumbent workforce. The provided fringe benefit rates cover projected labor related indirect costs such as medical, dental, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA and time-off (vacation, sick, etc.).
 - B. Fringe benefits for non-incumbent management positions and for new employees will be separately estimated by the Offeror. Provide a detailed explanation and breakdown required to support proposed fringe benefit rates.
2. Direct Program Costs
 - A. Direct Labor Costs (salaries and wages)
 - B. Direct Fringe Benefits
 - C. Direct Program Consultant Fees
 - D. Rent/Lease
 - E. Utilities
 - F. Equipment (identify type and unit cost)
 - G. Staff Supplies
 - H. Participant Supplies and Materials
 - I. Participant Supportive Services
 - J. Postage
 - K. Telephones
 - L. Copying/Printing
 - M. Insurance
 - N. Audit Costs
 - O. Staff Development Training

- P. Participant Development Training
 - Q. Staff Travel (Local)
 - R. Staff Travel (Out-of-Local)
 - S. **Other Costs (MUST BE ITEMIZED.)**
3. Indirect Rates. The Offeror shall provide a detailed estimate for each indirect rate (fringe benefit, material handling, labor overhead and G&A, if applicable) proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the indirect rates by fiscal year. If the Offeror is proposing a blended indirect rate that is derived from the weighting of other indirect rates (e.g., blended fringe benefit rate), the Offeror shall provide the detailed computations for each of the individual indirect rates that is used in the computation of the blended rate by fiscal year and the methodology of how the blended rate was derived.
 4. Transition Cost. Transition period is the time between award of the contract and the date the Contractor assumes full responsibility. For the purposes of cost associated with program start-up, the Offeror shall assume a ninety (**90**) calendar day transition period from July 1, 2012, until September 30, 2012.

The Offeror will provide a transition cost estimate that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. Proposed costs shall be broken down by the following major cost elements: direct labor (including labor categories, and labor hours and labor rates in each category), indirect cost allocations (by pool type and rate), relocation, travel, materials, supplies, subcontracts, and all other cost elements related to the period of transition.

There will be no profit fee paid for transition activities.
 5. Escalation. The Offeror will not separately propose escalation for proposed costs.
 6. Contingency. The Offeror will not separately propose contingency or management reserve.

**VOLUME IV: COST/PRICE PROPOSAL DOCUMENTATION SUBMISSION CHECKLIST:
Additional detail provided in Section B, 2.6 of this RFP.**

1. **Cost Proposal.** No page limitation and must be accompanied by the Budget Summary of Cost Worksheet by cost element for both documents. The cost proposal and Budget Summary of Cost Worksheet must be submitted in hardcopy **AND** CD-ROM.
2. **Cost Element.** Submit your cost allocation plan, and salary detail cost estimate form.

12.7 SUBMISSION OF INFORMATION. Each Offeror responding to this RFP must supply all the documentation that is required. The documentation listed above must be submitted by volume. An Offeror's failure to provide the documentation with the Offeror's response to this RFP will result in the disqualification of the Offeror's proposal. Additional detail provided in **Section B, 2.6** of this RFP.

12.8 SUBMISSION OF PROPOSAL. Offers must submit four (4) distinct Volumes and CD-ROM, as specified in **Sections L, 12.1 through 12.6**. Submission is due as specified in the Calendar of Events. Delivery of submission depicting an official postmark prior to **Wednesday, February 1, 2012 at 4:30 PM EST** will be sufficient to satisfy the submission deadline date.

NO EMAIL OR FACSIMILE PROPOSALS WILL BE ACCEPTED.

It is the Offeror's responsibility to clearly identify and describe the services being offered in response to this RFP. Offerors are cautioned that the organization, as well as, the thoroughness of the response, is critical to the evaluation process. The RFP forms must be legible and complete in their entirety, with all required supplemental information presented in an organized, comprehensive, and easy to follow manner.

12.9 COMPANY LITERATURE. Elaborate brochures or other presentations, beyond what is sufficient to present a complete and effective proposal, are not desired. Elaborate artwork, expensive paper, bindings, and visual and/or other presentation aids are not required.

12.10 LATE PROPOSALS. Proposals received by the PGCEDC-WSD after the date and time specified will not be considered for contract award and will be destroyed.

12.11 PROPOSAL VALIDITY. Each Offeror agrees that proposals will remain firm for a period of one hundred twenty days (120) calendar days after the date specified for receipt of proposals or until a contract is fully executed.

EVALUATION FACTORS FOR AWARD

13.1 EVALUATION PLAN. PGCEDC-WSD reserves the right to award the contract in the aggregate, by individual service, or any combination, whichever is in the best interest of PGCEDC-WSD and the WIB.

The Youth Council's Plans and Operation Committee has been established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below.

Offerors should recognize that the technical volume submitted by the Offeror will be evaluated before the other volumes are reviewed. Based upon this review, the subsequent volumes (Corporate, Staffing and Management, Cost/Price) of the highest rated Offeror will then be reviewed.

Based on the results of the preliminary evaluation, the highest rated Offeror may be invited by PGC-WSD to make oral presentations to the Youth Council's Plans and Operation Committee. This committee will then conduct a final evaluation of the proposals. At the recommendation of the Youth Council's Plans and Operation Committee and the WIB, PGCEDC-WSD shall negotiate a contract with the highest rated Offeror. At this time, the Offeror and the PGCEDC-WSD may negotiate any changes desired in the offer if deemed in the best interest of the PGCEDC-WSD and the WIB. If a satisfactory contract cannot be negotiated with the highest qualified Offeror, negotiations will be formally terminated. Negotiations shall then be undertaken with the next highest rated Offeror, and so on. The Committee will make appropriate recommendations to the WIB's Youth Council and the WIB prior to actual award of contract.

13.2 TOTAL EVALUATION CRITERIA. The following is the total weight for this RFP.

CATEGORY	SUBCATEGORY	Category Weighted %	Subcategory Weighted %
<u>TECHNICAL VOLUME I:</u>		<u>100%</u>	20% plus 35 Bonus Points
	Technical Understanding and Approach		
	Program Design Work Plan		
<u>CORPORATE VOLUME II:</u>		<u>100%</u>	35% 35% 30%
	Relevant Corporate Experience		
	Corporate Financial Condition Past Performance		
<u>STAFFING AND MANAGEMENT VOLUME III:</u>		<u>100%</u>	45% 40% 15%
	Staffing Requirement		
	Key Personnel Staff Development		
<u>COST/PRICING VOLUME IV:</u>		<u>100%</u>	

13.3 TECHNICAL EVALUATION CRITERIA. The following factors will be considered in the award of this contract.

TECHNICAL VOLUME I	Weighted %
TECHNICAL UNDERSTANDING AND APPROACH:	20%
<ol style="list-style-type: none"> 1. Documentation of career planning activities for specific industries. 2. Strategies to move youth into one or more of Prince George’s County major industry clusters. 3. Approach to prepare youth for the workforce and postsecondary education. 4. Depth of response regarding current and projected workforce needs of Prince George’s County. 	
5. Approach to prepare youth for the workforce and postsecondary education.	25 BONUS PTS
6. Approach to prepare youth for opportunities associated with BRAC.	10 BONUS PTS
PROGRAM DESIGN:	20%
<ol style="list-style-type: none"> 7. Strategy to deliver a minimum of five (5) program elements required by WIA. 8. Depth of response to objectives and challenges faced by Prince George’s County youth. 9. Description of best practices that addresses challenges. 10. Description of depth of response to service barriers. 11. Strategy for addressing barriers to providing services. 12. Depth of innovative approaches. 13. Description of marketing and outreach activities. 14. Demonstrate actual successes of the Offeror’s program design. 	
WORK PLAN:	60%
<ol style="list-style-type: none"> 15. Plan to meet and/or exceed federal WIA performance goals. 16. Work Plan that captures the capacity, feasibility, target population, collaboration, outcomes, and continuum of services based on the overall program design and delivery that continuously improves youth services with Prince George’s County. 17. Plan to secure full-time employment after GED attainment and provide services to youth through the completion of the youth’s service plan, which includes a minimum of twelve (12) months of follow-up services. 18. Plan to provide the assessment of skills competencies, and service needs of youth ages fourteen (14) through twenty-one (21). 19. Plan to provide services for in-school and out-of-school youth. 20. Plan to provide service for “at-risk” youth. 	

21. Plan to support a One-Stop system approach to deliver services and connection of youth to the One-Stop Career Center among the responding partners. 22. Identified program goals. 23. Plan that demonstrates STEM enrichment program, academic remediation and part-time internship opportunities. 24. Plan that demonstrates GED, academic remediation, and full and/or part-time employment with employer partner. 25. Plan to subsidize program operations.	
TOTAL POINTS FOR VOLUME I	<u>100%</u>

13.4 CORPORATE EVALUATION CRITERIA. The following factors will be considered in the award of this contract.

CORPORATE VOLUME II	Weighted %
RELEVANT CORPORATE EXPERIENCE:	35%
1. Documentation of duly signed responsibility personnel. 2. Demonstrated success working with in and/or out-of-school youth. 3. Demonstrated success providing services to target youth groups.	
CORPORATE FINANCIAL CONDITION:	35%
4. Documentation of corporate governance. 5. Documentation of fiscal capacity. 6. Documentation of sound fiscal practices. 7. Documentation of sound operational practices. 8. Documentation of good standing.	
PAST PERFORMANCE:	30%
9. Documentation for responsibility determination. 10. Demonstration of current and/or prior performance history and experience.	
TOTAL POINTS FOR VOLUME II	<u>100%</u>

13.5 STAFFING AND MANAGEMENT EVALUATION CRITERIA. The following factors will be considered in the award of this contract.

STAFFING AND MANAGEMENT VOLUME III	Weighted %
STAFFING REQUIREMENT:	45%
1. Demonstration of personnel experience, resources, and qualifications. 2. Demonstration of personnel implementing youth services. 3. Demonstration of the ability to commit full time key personal for the full contract performance period.	

KEY PERSONNEL:	40%
4. Documentation of key personnel, program manager, fiscal personnel, and other key personnel.	
5. Documentation of proposed partners and subcontractors.	
STAFF DEVELOPMENT:	15%
6. Demonstration of initial and on-going staff development strategy.	
TOTAL POINTS FOR VOLUME III	<u>100%</u>

13.6 COST/PRICING EVALUATION CRITERIA. The following factors will be considered in the award of this contract.

COST/PRICING VOLUME IV	Weighted %
COST/PRICE:	100%
1. Plan to leverage additional resources to provide youth services.	
2. Reasonableness of the proposed cost/price determination.	
3. Plan that details the establishment of reasonableness.	
4. Realism of the proposed cost/price determination.	
TOTAL POINTS FOR VOLUME IV	<u>100%</u>

13.7 SITE VISIT ASSESSMENTS. PGCEDC-WSD reserves the right to make on-site visits to assess the capabilities of individual Offerors and to contact references provided with the proposal. Furthermore, PGCEDC-WSD may arrange for discussions with the Offeror's submitting proposals, as necessary, for the purpose of obtaining additional information or clarification.

13.8 QUALIFYING PROPOSALS. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of PGCEDC-WSD require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint that Offerors are capable of submitting. Should proposals submitted require additional clarification and/or supplementary information, Offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

Proposals, which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this RFP, will be classified as "acceptable." Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning the same will be conducted.

END