



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
Workforce Innovation and Opportunity Act (WIOA) – Governor’s
Discretionary Funds
RFP DBEA 2023-12**

Section 1 – Overview and Schedule

A. Executive Summary

The Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) is soliciting Request for Proposals (RFP) on behalf of the State Workforce Innovation Board (SWIB) for workforce proposals for the use of WIOA Governor’s Discretionary Funds as defined in WIOA Section 134. This RFP is an opportunity for vendors with applicable experience to submit innovative proposals to establish both short and long term projects that address workforce issues, gaps and needs within the State of New Hampshire. We are seeking applicants who are willing to bring new ideas, resources, approaches and partnerships to the workforce system.

The resulting contract(s) shall be effective once approved by Governor and Council (approximately May 2023) and extend until June 30, 2026. OWO anticipates awarding both short and long-term projects. Therefore, the period of performance may be shorter than the anticipated period of performance. The award of the contract is contingent on approval by Governor and Executive Council.

The proposed services will be 100% funded under the Workforce Innovation and Opportunity Act (WIOA) of 2014, P.L. 113-128, from part of an award from the U.S. Department of Labor (USDOL) Employment and Training Administration (ETA) for \$1,392,562.84 in Program Year 2020 and 2021 Discretionary Funding: CFDA#s 17.258, 17.259 & 17.278

B. Schedule

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

EVENT	DATE	LOCAL TIME
RFP Released (Advertisement)	February 27, 2023	11:00 AM
Bidder Inquiry Period Ends	March 10, 2023	4:00 PM
Final Agency Responses to Bidder Inquiries	March 13, 2023	4:00 PM
Bidder Submit Proposals	March 23, 2023	4:00 PM
Estimated Notification of Selection and Begin Contract Negotiations	March 31, 2023	4:00 PM
Targeted Governor and Council Meeting	May 2023	
Anticipated Contract Start Date	May 2023	

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

The Department of Business and Economic Affairs (BEA) is dedicated to enhancing the economic vitality of the State of New Hampshire while promoting it as a destination for domestic and international visitors. For more information visit www.nheconomy.com, www.choosenh.com, or www.nhworks.org.

The Department of Business and Economic Affairs, Office of Workforce Opportunity, is that state agency that serves as the grant recipient for federal funds allocated under Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014. The WIOA was created to provide state and local areas the flexibility to collaborate across systems in an effort to address the employment and skill needs of current employees, job seekers, and employers. For more information on WIOA, visit <http://www.doleta.gov/WIOA>.

WIOA has six main purposes:

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

Section 3 – Scope of Work

As the State Agency designated by the Governor of New Hampshire to serve as the grant recipient of federal funds allocated through Title I of the Workforce Innovation and Opportunity Act (WIOA), BEA/OWO is seeking proposals for innovative programs that target one or more of the following:

- Developing and implementing innovative programs and strategies designed to meet the needs of all employers (including small employers) in the State, including the programs and strategies referenced in WIOA sec. 134(a)(3)(A)(i);
- Developing strategies for effectively serving individuals with barriers to employment and for coordinating programs and services among one-stop partners;
- Development or identification of education and training programs that have the characteristics referenced in WIOA sec. 134(a)(3)(A)(iii);
- Developing/implementing programs to increase the number of individuals training for and placed in non-traditional employment;
- Supporting the development of alternative, evidence-based programs, and other activities that enhance the choices available to eligible youth and which encourage youth to reenter and complete secondary education, enroll in postsecondary education and advanced training, progress through a career pathway, and enter into unsubsidized employment that leads to economic self-sufficiency;
- Implementation of promising practices for workers and businesses as described in WIOA sec. 134(a)(3)(A)(x).

Applicants may propose one or several projects. Applicant's seeking funding for multiple programs should submit one application per program.

Through the competitive grant process, funding is available to address priority commitments for programs and initiatives that will have long-term impact. Successful proposals should demonstrate the collaboration of education, workforce, and community partners including businesses.

All proposals should be in compliance with WIOA, align with the strategic vision and goals adopted by the SWIB as well as the NH WIOA Combined State Plan. Proposals should demonstrate how the idea/concept will assist the State in meeting the goals set forth in the State Plan, as well as the WIOA laws and regulations. The proposals will be evaluated for allowability, innovation, and alignment with the goals of the State Plan.

Section 4 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of Business and Economic Affairs no later than the time and date specified in the Schedule section, herein. Proposals must be submitted electronically. Proposals must be addressed to:

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

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

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
RESPONSE TO RFP BEA 2023-12
Workforce Innovation and Opportunity Act (WIOA) – Governor's Discretionary Funds

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

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

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

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

B. Proposal Inquiries

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

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

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

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

C. Restriction of Contact with Agency Employees

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

D. Validity of Proposal

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

SECTION 5 - Content and Requirements for a Proposal

Applicant's seeking funding for multiple programs must submit one application per program. Each application will be evaluated separately. An award of one application does not guarantee an award of other applications submitted by the same applicant.

The items contained in this section must be included in the proposal to meet the minimum requirements for evaluation. The sections must be in the order described and written in a straightforward and concise manner.

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

Letters of support are not required.

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

A. Proposal Content Requirements

1. Proposal Cover Sheet	Appendix A	Required	Pass/Fail
2. Table of Contents	with Page Numbers	Required	Pass/Fail
			100 Point Total
3. Proposal Narrative		Required	70 Point Total
A. Project Description	Max. Eight (8) Pages	“	30 Points (of 70)
B. Description of Services	Max. Four (4) Pages	“	10 Points (of 70)
C. Performance Management	Max. Two (2) Pages	“	10 Points (of 70)
D. Timeline	Max. Two (2) Pages	“	10 Points (of 70)
E. Demonstrated Ability / Past Performance	Max. Three (3) Pages	“	10 Points (of 70)
4. Conflict of Interest	Max. Two (2) Pages	Required	Pass/Fail
5. Contractor Cover Sheet	Appendix B	Required	Pass/Fail
6. Proposal Budget		Required	30 Point Total
A. Budget Narrative	Max. Four (4) Pages	“	
B. Budget Worksheet	Appendix C	Required	
7. Staff Job Descriptions	Appendix D	Required	Pass/Fail
8. State Assurances and Certification	Appendix E	Required	Pass/Fail
9. WIOA Assurances and Certification	Appendix F	Required	Pass/Fail
10. Miscellaneous	Max. Five (5) Pages	Optional	

B. Proposal Format Requirements

- Font: 12 point – Times New Roman
 Spacing: Optional (single spaced or greater)
 All content in the proposal must be typed (with the exception of signatures)
 Pages: Numbered (exclusive of title page, table of content and miscellaneous pages)
 Margins: 1 inch
 Email: PDF format – drop box and/or similar tools not allowed.

SECTION 6 – Evaluation of Proposals

A. Technical Review

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

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

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

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

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

B. Selection Process

- No less than three (3) staff and/or SWIB members shall serve as the Selection Committee for this RFP.
- Proposals that meet the minimum submission criteria will be reviewed and ranked by the Selection Committee.
- Each reviewer will complete a score sheet for each proposal received from the Technical Review team.
- Proposals will be ranked based on the merits of the proposal using the Evaluation Scoring process outlined in the section below.
- Rankings will be used as a guide for discussion and final selection of a provider.

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

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

C. Criteria for Evaluation and Scoring

Project Description – Worth 30 Points (Max of 8 Pages)

- State the target area (see scope of work) that the proposed project will address and describe how the project will be in compliance with WIOA rules and regulations.
- In detail, describe the proposed project. Bidders are encouraged to utilize evidence-based, promising practices, best practices and/or research in developing their program design.
- Clearly document the need for the target population(s) served by the proposed project. For example, current local and comparative demographic data, documented number of individuals experiencing the need, etc.
- Describe how the proposed project will address the needs of the targeted population(s)
- Describe how the sustainability of the proposed project beyond the terms of the award

Description of Services - Worth 10 Points (Max of 4 Pages)

- In detail, describe the services that the proposed project will deliver including but not limited to:
 - The types of services offered and by whom, including the frequency and duration of services
 - How the program will collaborate with various partners to address customer needs and avoid duplication of services
 - Eligibility requirements
 - Outreach methods used to recruit and retain customers
 - Employer engagement

Performance Management - Worth 10 Points (Max of 2 Pages)

- In detail, describe the measurable outcomes that the proposed project will utilize
- Describe the methods that will be employed to manage performance
- Describe how you will ensure continuous quality improvement of services and outcomes to meet defined goals
- **Projects that are funded under this RFP, will be mandated to meet with BEA/OWO staff on a regular basis and provide performance data regularly. Describe how you will maintain performance information and report this to BEA/OWO on a regular basis.**

Timeline – Worth 10 Points (Max of 2 Pages)

- Please provide your detailed timeline for the proposed project keeping in mind that proposed projects can be either short or long-term projects
- Using your timeline, please provide specific milestones for when primary objectives will be met

Demonstrated Ability/Past Performance - Worth 10 Points (Max of 3 Pages)

Applicant (s) must describe demonstrated ability, clearly articulating years of experience, measurable outcomes and include the roles of specific partners that were involved in achieving program goals.

Please state the question/request before each answer.

- Summarize the relevant qualification, experience, and expertise of the proposing agency in managing federal funds and operating federally funded programs/activities.
- Please note that WIOA does not require the use of accrual accounting; however, accrual reporting is required and accruals must be included on all invoices for reimbursement. Please describe your experience in managing accrual reports.

- Describe the organization's familiarity with federal financial management standards and discuss how the organization ensures compliance with those standards.
- Please provide a copy of your most recent audit report. If you do not have annual audits, attach a copy of your most recent financial statements.
- Describe your organization's mission, services provided, current customer base, funding sources, and funding stability. Describe how your proposal aligns with your organization's goals.
- If applicable, explain if you have operated and managed a workforce development program of similar size and scope to the one proposed and how you addressed customers' employment and training needs.
- Describe how you have collaborated and executed a project with multiple stakeholders. Include the distinct roles of each partner and the steps taken to achieve positive outcomes.
- If you have operated a WIOA program, please give the performance measures outcomes (annual) for last two years. If not, provide similar performance information, if available.

Conflict Of Interest – Pass/Fail (Max of 2 Pages)

Please explain your plan to comply with potential Conflict of Interest issues by specifically addressing the areas listed below as it relates to your organization.

- Each sub-recipient must maintain a written code of standards or conduct governing the performance of persons engaged in the award and administration of WIOA funds.
- Sub-recipient must disclose any potential conflicts of interest arising from relationships with state leadership, SWIB members, training providers and other service providers. [WIOA Section 121 (d) (4)]
- Any organization that has been selected, or otherwise designated to perform more than one function related to any WIOA program (Titles I, II, III, IV or V) and/or similar federally funded workforce program must develop a written plan. The plan must clarify how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and conflict of interest policy. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, certify that WIOA funded staff will not be assigned to work outside of WIOA deliverables as defined under contract, and demonstrate that there are appropriate firewalls within that single entity performing multiple functions.

Budget Section Requirements – Worth 30 points

Part I: Budget Narrative

The Budget Narrative is where the bidder provides an itemized budget breakdown and narrative for each budget category listed on the Budget Worksheet. Describe any leveraged community and partner resources, if any and the source of funding.

In responding to this RFP, the bidder should plan for an annual (July 1 – June 30) budget cycle, with the exception of the first year which has an anticipated start date of May 1, 2023. Bidder should submit invoicing on a monthly basis unless otherwise noted in the budget narrative.

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

Personnel

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

Fringe Benefits

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

Travel (In-State)

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

Equipment

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

Supplies

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

Facility Costs (not included in indirect costs)

- For facility cost, include estimated total square feet available and cost per square foot. *[Do not include costs for the NH Works MOU IFA/Space costs for staff located in a NH Works Office. OWO will manage those costs at the state level.]*

Contractual

- The selected Bidder shall not subcontract any responsibilities or duties assigned in the contractual agreement between the Bidder and BEA. However, if the bidder is proposing a service design that includes contractual agreements the following information must be provided.
 - Describe the products to be acquired, and/or the professional services to be provided.
 - Provide the purpose of the product(s) and/or services and their relation to project success.
 - Provide the projected cost per contractor and basis for cost estimates.
 - For professional services contracts, provide the amount of time to be devoted to the project, including the proposed costs to the grant award.

Construction

- Not applicable.

Other

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

Total Direct Costs

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

Indirect Costs

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

Administration Costs

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

Total Costs

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

Part II: Budget Worksheet

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

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

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

D. Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right to:

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

SECTION 7 – Terms and Conditions Related to the RFP Process

A. RFP Addendum

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

B. Non-Collusion

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

C. Property of the Agency

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

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

generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

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

D. Confidentiality of a Proposal

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

E. Public Disclosure

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

The content of each Proposer’s Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as “CONFIDENTIAL”. A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g., pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

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

F. Non-Commitment

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

G. Proposal Preparation Cost

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

H. Ethical Requirements

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

I. Challenges on Form or Process of the RFP

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

a. Debriefing of Unsuccessful Bidders

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

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

Section 8 – Contract Terms and Award

A. Non-Exclusive Contract

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

B. Award

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

C. Standard Contract Terms

The Agency will require the successful bidder to execute a grant agreement using the Standard Terms and Conditions of the State of New Hampshire which is attached as Attachment A.

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

Section 9 - Disclaimers and General Provisions

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

- This RFP does not commit BEA to award a sub-recipient contract. If a sub-recipient is not chosen, a new RFP will be issued.
- Funding provided through this RFP process does not allow for any expenses related to preparing a proposal under Senior Community Service Employment Program.
- BEA reserves the right to waive informalities and minor irregularities in offers received.
- The SWIB reserves the right to re-release this RFP in the absence of qualified proposals, and/or due to funding restrictions, reallocations, or any other funding/program-related issues at the state or federal level.
- The selected Bidder(s) shall not subcontract in whole or in part any responsibilities or duties assigned in the contractual agreement between the Bidder and BEA without the written prior approval from BEA.
- All data, material, and documentation originated and prepared by the Bidder pursuant to the RFP shall belong exclusively to the BEA and be subjected to disclosure under the Freedom of Information Act.
- Formal notification to award a sub-recipient contract and the actual execution of a contract are subject to the results of negotiations between the selected Bidder(s) and BEA and continued availability of WIOA funds.
- Any changes to the WIOA regulations and guidance, funding level or SWIB direction may result in a change in the sub-recipient contract. In such instances, BEA is not liable for what is in the Bidder's proposal or this RFP package.

- Proposals submitted for funding consideration must be consistent with, and if funded, operated according to, the federal WIOA legislation, all applicable federal regulations, State of New Hampshire policies and laws, and BEA policies and procedures.
- The Bidder selected for funding must also ensure compliance with the provisions referenced in 20 CFR 200.327 which are described in Appendix II to Part 200 and applicable sections of 20 CFR and 29 CFR.
- Post RFP, additional funds received by the BEA may be included in a contract with the selected Bidder to expand existing programs; or by consideration of proposals not initially funded under this RFP, if such proposals rated in the competitive range. These decisions shall be at the discretion of the BEA.
- BEA may decide not to fund part or all of a proposal even though it is in the competitive range.
- Any award may be contingent on the results of a pre-award site visit conducted by BEA. This site visit will establish, to BEA's satisfaction, whether the Bidder is capable of conducting and carrying out the provisions of the RFP. If the results of the site visit indicate, in the opinion of BEA, that the Bidder may not be able to fulfill service delivery expectations, BEA reserves the right not to enter into contract with the bidder.
- BEA is required to abide by all Workforce Innovation and Opportunity Act and legislation and regulations. Therefore, the BEA reserves the right to modify or alter the requirements and standards set forth in this RFP based on program requirements mandated by state or federal agencies.
- The Bidder shall adhere to BEA procedures to collect and verify data and submit required reports as well as monthly invoices to BEA.
- All Bidders must ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any Workforce Innovation and Opportunity Act or Senior Community Service Employment Program funded program or activity because of race, color, religion, gender, national origin, age, disability, sexual preference, English proficiency, or political affiliation or belief.
- All Bidders must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
- Bidders must accept liability for all aspects of any Senior Community Service Employment Program conducted under contract with BEA. Bidders will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.
- The funding awarded in a contract resulting from this solicitation are subject to a reduction at any time during the contracting period should a Bidder fail to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from federal or state governments.
- The bidder(s) awarded a contract as a result of this RFP, will allow state and federal representatives access to all related records and financial statements, program records, program materials, staff, and customers.
- The bidder(s) awarded a contract (in response to this RFP), is required to maintain all Program records for three years, beginning on the last day of the program year. (2 CFR 200.333-337).
- The RFP period will not be final until BEA and the successful Bidder(s) have executed a mutually satisfactory contractual agreement. BEA reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to final BEA approval of the award and execution of a contractual agreement between the successful Bidder(s) and BEA.
- BEA reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.

- BEA reserves the right to determine both the number of participants to enroll and the funding level for the final contract. Such determination will depend upon overall fund availability and other factors arising during the proposal review process.
- Registration with the New Hampshire Secretary of State as a Vendor is required. Bidders must provide a current copy of such certification or a copy of the submitted application for certification. The bidder may contact the NH Secretary of State at 603-271-3262 or 3266 for information on vendor registration.

APPENDICES

APPENDIX A - Proposal Cover Sheet

RFP # DBEA-2023-12

Workforce Innovation and Opportunity Act (WIOA) – Governor’s Discretionary Funds

Organizations Name:	
Street Address:	
Mailing Address:	
Contact Person(s):	
Title of Contact Person(s):	
Telephone Number(s):	
Email Address(s):	

Check the box that most appropriately describes your organization:

<input type="checkbox"/> Unit of Local Government	<input type="checkbox"/> Private Non-Profit Organization
<input type="checkbox"/> For Profit Organization	<input type="checkbox"/> Business Association
<input type="checkbox"/> Other:	

CERTIFICATION: I certify that the information contained in this proposal, fairly represents the entity named above and its capacity to conduct the proposed delivery of SCSEP services as described herein. I acknowledge that I have read and understand the requirements of the RFP and that this entity is prepared to implement the proposed activities if selected for contract. I further certify, by my signature below, my authority to sign this proposal and any contractual agreement emanating there from on behalf of the entity submitting the proposal.

_____ / _____
 (SIGNATURE of Authorized Official) Date

 (Printed NAME and JOB TITLE of Authorized Official)

APPENDIX B – Contractor Data Sheet

CONTRACTOR DATA SHEET

Page 1 of 3

(To be completed by Bidder)

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

2. References: Indicate below at least three (3) accounts for whom you have provided consultancy services, of which at least two will be related to consortium management/sector organization. Include the date services were furnished, and contacts.

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

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

If yes, list the location of your parent affiliation:

Address: _____

City: _____ State _____

4. List total number of employees:

_____ Full-time _____ Part-time/other

Authorized Signature(s)

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

Name of Firm: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____

Date of incorporation: _____

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

I certify the accuracy of this information.

Signature: _____

Name and title (print or type): _____

Date: _____

APPENDIX C – Budget Worksheet

Name of Organization:

Prepared by:

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

APPENDIX D – Staff Job Descriptions

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

Please identify the following:

1. Job Title

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

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

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

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

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

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

APPENDIX E – Assurances & Certifications

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

Signature of Bidder	Title	Date
---------------------	-------	------

APPENDIX F – WIOA Assurances & Certifications

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

- 1) Exclusive use of the statewide/regional brand name for the NH Works development system in lieu of traditional workforce development language and organizational names in the marketing and delivery of services and programs; furthermore, will ensure to credit the SWIB and BEA for funding on all marketing and other collateral.
- 2) Consistently identify individual programs and activities in user-friendly terms.
- 3) Designate appropriate job titles for staff who work with WIOA customers and detailed job descriptions will be available for each job title. These job titles will consistently be used with external customers.
- 4) Maintain customer files according to NH Works policies and guidance and adhere to data validation expectations.
- 5) Fully comply with the requirements of the WIOA; all Federal regulations issued pursuant to the Act; the NH WIOA State Plan and policies issued by the SWIB.
- 6) Administer the program in full compliance with safeguards against fraud and abuse as set forth in the law and regulations.
- 7) Ensure that the program does not discriminate against, deny benefits or employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, sexual orientation, or political affiliation, or any other non-relevant factor.
- 8) House all WIOA service provider staff at the NH Works Job Center to the greatest extent possible and will accept all associated workforce roles and responsibilities.
- 9) Operate the program in full compliance with health and safety standards established under State and Federal law and that condition of employment and training will be appropriate and reasonable in light of such factors as the type of work, geographical area, and proficiency of the customers.
- 10) Refer ineligible applicants to other appropriate services, including career services available at the NH Works Job Centers.
- 11) Exhaust other resources for support and/training prior to using WIOA funds.
- 12) Ensure that all WIOA customers participating in on-the-job training activities or individuals employed in other activities under WIOA be compensated at the same rates, including periodic increases and working conditions, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. Moreover, that such rate shall be accordance with applicable law. In no event shall the wage be less than the applicable state or local minimum wage law.
- 13) Ensure that no customer is employed to fill a job opening when any other person is on layoff from same or equivalent job, or when employer terminates the employment of any regular employee or otherwise reduces its workforce with the intention of filling vacancies with WIOA customers.

- 14) Ensure no WIOA funds will be used for contributions on behalf of any customers to retirement systems or plans; to impair existing Subrecipients for services for collective bargaining agreements; to assist, promote, or deter union activities; or to displace any currently employed worker.
- 15) Ensure reports to the BEA or its staff will be provided in a timely fashion, as requested.
- 16) Ensure all customer information will be keyed into the client management information system, JMS/GSI WIOA, in accordance with state and local policy, both in terms of content and timeframe expectations.
- 17) Ensure eligibility verification will be completed and documented in accordance with Federal, State, and local policy.
- 18) Ensure WIOA funds are not used for customer loans.
- 19) Ensure the total project costs will not exceed the amount awarded in the subrecipient contract for services.
- 20) Ensure coordination of training site visits by BEA staff and federal staff on request and will fully cooperate with monitoring reviews and other site visits by any representative of the WIOA.
- 21) Ensure will, in carrying out the Subrecipient, refrain from activities involving either actual or the appearance of conflict of interest according to Code of Conduct and Conflict of Interest.
- 22) Ensure will adhere to the BEA records retention policy and all WIOA financial and programmatic records (including customer files) stored by each service provider for a minimum of three years from the date the program year audit is completed.
- 23) Ensure an annual single audit performed in accordance with current Federal regulations and that upon receipt of completed audit, sub-recipient will submit a copy to the BEA within thirty days (30) unless approved for a longer period.
- 24) Ensure will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352).
- 25) Ensure will comply with the nepotism provisions as they relate to federally funded programs.
- 26) Ensure will comply with the Immigration Reform and Control Act of 1986 by completing and maintaining on file an I-9 form for each customer receiving WIOA wages.
- 27) Ensure will comply with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, (PL 91-646) which requires fair and equitable treatment of persons displaced as a result of federally assisted programs.
- 28) Confirm that the organization is not debarred, suspended, proposed for debarment, or declared ineligible from participation in this project.
- 29) Ensure does not use federal funds for lobbying purposes. If lobbying has occurred utilizing funds other than federal funds, the sub-recipient agrees to file a disclosure report, if applicable.
- 30) That no WIOA funding will be used for sectarian activities and that employees paid from WIOA funds will not participate in sectarian religious activities in the execution of their job duties.
- 31) That no WIOA funds will be used to encourage or induce the relocation of a business.
- 32) That no WIOA funds will be used for customized or skill training and related activities after the relocation of a business until after 120 days.
- 33) That no WIOA funds will be used for foreign travel.
- 34) That no WIOA funds will be used to duplicate services available in the area.

- 35) Ensure that customers will not be charged fees for placements or referrals.
- 36) Ensure WIOA financial assistance is not provided to any program that involves political activities and the sub-recipient agrees to comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees and enrollees in federally funded programs.
- 37) That all WIOA customers and WIOA funded staff are aware of grievance procedures and the sub-recipient assures and certifies that the sub-recipient has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from customers/enrollees, sub-recipients and other interested parties.
- 38) The sub-recipient will comply with New Hampshire statutes, which prohibits public officials and employees from having a personal interest in any Subrecipient to which s/he is also a party in an official capacity.
- 39) The sub-recipient assures and certifies that it will comply with applicable provisions of the following laws as they relate to employment and training procedures: The Drug Free Workplace Act, the Immigration Reform Act, the Davis-Bacon Act, and Child Labor Laws.

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

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

Signature of Authorized Representative

Date