



**Request for Proposal
RFP 21-01
EMPLOYMENT, ADVANCEMENT AND RETENTION
NETWORK (EARN)**

EARN Program: Contract Period July 1, 2021 – June 30, 2023

RFP Release Date: Tuesday, March 23, 2021

Program Proposal Due Date: Friday, April 23, 2021, by 3 p.m.

Email copies to:

Kris Shovlin, County of Bucks, Department of Workforce and Economic
Development
Email: kshovlin@buckscounty.org

Bidders' questions regarding the RFP package should be directed by to:

County of Bucks, Department of Workforce and Economic Development
Kris Shovlin, Administrative Assistant
Phone: 215-872-6921
Email: kshovlin@buckscounty.org

The County of Bucks, Department of Workforce and Economic Development (WED)
reserves the right to change any of the enclosed specifications as required
by the Pennsylvania Department of Labor and Industry and/or the Pennsylvania
Department of Public Welfare without prior notice to bidders.
WED also reserves the right to reject any and all proposals in
whole or in part and/or not award any of the proposals.

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Section I: Synopsis

A. Overview

The County of Bucks, Department of Workforce and Economic Development (WED) is the entity designated by the Board of Bucks County Commissioners to act as the fiscal agent for the operation of Workforce Innovation and Opportunity Act (WIOA) Programs in Bucks County. As such, WED has also been designated by the Pennsylvania Department of Human Services to administer Employment, Advancement, and Retention Network (EARN) funded activities in Bucks County.

This Request for Proposal is soliciting qualified and experienced employment and training service providers who are interested in and capable of providing allowable subcontracted activities and services to eligible Temporary Assistance to Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), and General Assistance (GA) Welfare clients in Bucks County for Program Years 2021 and 2022 (7/1/21 through 6/30/23).

This solicitation is conducted with assistance from the WED Board Review Committee, and pursuant to the requirements and conditions of the Department of Human Services in accordance with the Workforce Innovation and Opportunity Act (Public Law 105-220), enacted July 2014, the implementing regulations, and the Policies and Procedures of the Commonwealth of Pennsylvania.

The selected Service Provider will be compensated with Department of Human Services (DHS)/Temporary Assistance for Needy Families (TANF) funding. WED plans to fund a proposal that encompasses all the requested activities and services for up to a twenty-four-month period; contract extensions for one additional year will be considered for a training provider who is meeting all DHS and WED Performance Standards.

Proposals that demonstrate the ability to provide services throughout the County either independently or through partnerships/subcontracts will be viewed more favorably.

The level of funding available for subcontracting is limited. All funding is contingent upon the availability of funds and continued state and federal authorization for program activities in Bucks County.

It is anticipated that the EARN program for PY21 and PY22 will serve approximately 125 clients per year. Respondents must indicate the number of participants that they can appropriately and effectively serve through the proposed program. During PY18, 125 clients have been enrolled and during PY19, 81 clients have been enrolled in the EARN program.

The Department of Human Services may change requirements of EARN before and/or during the contracted program year.

The WED Board Review Committee will evaluate, rank, and make funding decisions regarding individual proposals received. Final award determination shall be made by WED.

B. Clients to be Served

Employment Advancement and Retention Network (EARN) is designed to provide a range of services to meet individuals' needs, including access to education and training opportunities to move clients toward family economic stability. The program is based on human-centered design and includes a combination of case management, coaching, licensed counseling, and peer-to-peer experiences to develop a career pathway through job placement and job retention goals for the participants referred from the County Assistance Office (CAO).

CAO staff will determine eligibility for the EARN program and refer clients to EARN based on CAO policy and procedures.

The provider will make every reasonable accommodation to accept referrals every day of the business week.

The EARN provider must act on the CAO referral within 14 calendar days of the referral date.

Outreach efforts to increase program enrollment rates and continued participation are expected to begin when a program receives a referral in the Commonwealth Workforce Development System (CWDS). Programs must make a minimum of three contact attempts should the initial attempt be unsuccessful. Documentation of contact attempts is required.

Once notified that the participant is to be enrolled, the EARN service provider will conduct a case review to become familiar with the client's background and situation in order to determine what additional assistance the participant will need to achieve family economic security.

Each participant shall have an in-person orientation, either individually or in a group, to the EARN Program within five business days of the participant's referral.

For TANF participants, the EARN service provider and its team shall conduct an in-person comprehensive household assessment that identifies participant strengths and barriers

to employment and family economic security. The assessment shall be completed within seven business days after the enrollment date.

The EARN service provider will use the comprehensive household assessment to coordinate with the participant to create and execute a service plan called an Individual Employment Plan (IEP) in CWDS.

As part of the ongoing services to the participant, the EARN service provider will:

1. Conduct and document participant contacts on all days of engagement in unpaid activity time.
2. Identify and refer the participant and/or their family to the appropriate local community resource(s).
3. Advocate for the participant and their family when connecting to local community resources.
4. Employ or have arrangements to provide access to licensed professional counselors, social workers, therapists, allied health professionals or a combination of these professionals to provide counseling services.
5. Provide activities and programs that lead to acquiring job-related and job readiness skills in addition to education and employment activities.
6. Provide or refer participants to formal credentialing programs or trainings.
7. Facilitate the transfer of participants to other DHS employment and training programs, when appropriate including but not limited to KEYS and ELECT.
8. Place participants in unsubsidized employment.
9. Provide wraparound services.
10. Assist and incentivize participants who obtain employment to achieve satisfactory performance, retain employment, and to increase earnings over time through the provision of retention services.

Refugee Participants

Those “refugees” who are eligible for benefits must engage in employment and training activities as a condition of eligibility while they receive Refugee Cash Assistance (RCA) for a limit of 8 months from date of entry.

For refugee participants, the EARN service provider will:

1. Accept refugee participants in counties where there is no readily accessible refugee employment service provider.
2. Provide specialized job development and case management services remotely for the benefit of the refugee participant.

Participation Hours

The number of core and noncore hours in which a client is required to participate will be determined by the CAO and recorded on the client’s Agreement of Mutual Responsibility (AMR). The EARN service provider must ensure the client participates for at least the

minimum number of hours required. Please refer to the hourly requirements for TANF recipients as defined by federal regulations.

Core Hours: Required for all individuals who are mandatory to participate in Road to Economic Self-Sufficiency through Employment and Training (RESET).

Noncore Hours: Available if additional hours are needed to meet the minimum work requirement after the required core activity hours are met or when all opportunities to participate in a countable core activity have been exhausted or are not available.

Case Management Hours: Available if a client has run out of time limited barrier remediation activities or other core/noncore activity codes are not available or appropriate based on the client's IEP.

C. Scope of Work

The narrative must address the respondent's ability and capacity to fulfill the following EARN program considerations:

1. Coordination Responsibilities:

- a. Acquire and maintain a detailed knowledge of the DHS guidelines and policies.
- b. Complete the monthly Cumulative Report and Performance Requirement reports and submit to WED by the fifth (5th) of each month.
- c. Coordinate case managers' and job developers' activities.
- d. Review case records to ensure compliance with program guidelines.
- e. Conduct Monthly Monitoring required by DHS and submit as required.
- f. Attend and ensure that all files are up to date and accurate for the Yearly DHS Time and Attendance Monitoring.
- g. Ensure that Client Information System (CIS), Commonwealth Workforce Development System (CWDS), and DocuShare® data is reconciled with case records.
- h. Ensure that case managers are processing supportive services requests accurately and in a timely manner.
- i. Coordinate and attend Direct Service Team (DST) meetings at least monthly. DST meetings must consist of one CAO staff member and at least one provider staff member. Providers will utilize the DST meetings to reconcile records, develop makeup plans, discuss participant issues, and collaborate toward resolutions.
- j. Attend and present at all monthly PA CareerLink® Bucks County Partner meetings.

2. Case Management:

- a. Assist participants to articulate a realistic employment goal that is based on skill level and assessment results.
- b. Assist participants to select appropriate work activities, education, vocational skills training, and other activities.

- c. Counsel, motivate, and encourage participants to advance towards the goal.
- d. Intervene when obstacles arise that will slow down the participant.
- e. Advocate for the participant and help him/her navigate through various rules, regulations and agencies.
- f. Help to ensure the participant's successful completion of the program, thereby achieving the program standards.
- g. Create a documented history of the program participant's progress towards his/her employment and retention goal that can be used to measure the effectiveness of the program.

3. Job Readiness Activities coupled with Job Placement Activities:

- a. Employment: Placement in unsubsidized employment,
- b. Subsidized Employment (SE) and On-the-Job Training (OJT), and
- c. Paid Work Experience (PWE).

The Workforce Innovation and Opportunity Act requires agency staff persons involved in the preparation and distribution of participant's paychecks, as will be necessary for OJT/PWE contracts, to be bonded. Program providers will be required to submit bonding information (name of carrier, policy number, amount of coverage) before execution of a contract.

4. Operational Expectations:

- a. EARN program services are currently located at the PA CareerLink® Bucks County Centers in Bristol and Perkasio.
- b. Contractor's staff will follow the PA CareerLink® Bucks County Holiday schedule and openings and closing hours.
- c. Contractor's staff are expected to integrate into the overall PA CareerLink® and are functionally supervised by the CareerLink® Director regardless of Employer of Record.

Section II: Contract Information

A. Period of Contract

This request for proposals will cover Program Years 2021 and 2022, commencing July 1, 2021 and ending June 30, 2023. The WED may extend this contract one additional year based on performance.

The level of funding available for subcontracting is limited. All funding is contingent upon the availability of funds and continued state and federal authorization for program activities in Bucks County.

B. Eligible Applicants

Eligible applicants include for-profit and non-profit organizations with demonstrable ability and experience in designing, implementing, and administering successful Workforce Development programs targeted to individuals with significant barriers to employment.

C. Type of Contract

If a contract is entered into as a result of this RFP, it will be considered a Vendor / Cost Reimbursement Contract with a line-item budget. This RFP and your agency's response will be incorporated by reference into any contract agreement. All U.S. Department of Labor limitations on excess profits earned by subcontracts/vendors will apply. You will be required to maintain the documentation necessary to support your reported costs for five years and make it available as/if needed.

D. Location of Services

The EARN Program shall be offered to all public assistance recipients in Bucks County. Demographically, the majority of Welfare recipients served through the Bucks County CAO resides in the southern portion of the County.

The EARN services are currently delivered at the PA CareerLink® Bucks County:

1. Lower County: 1260 Veterans Highway, Bristol, PA 19007
2. Upper County: 1 Hillendale Drive, Perkasie PA 18944

Each service offered by an EARN Program provider must be accessible by public transportation. Additionally, providers must be able to provide services virtually, as needed.

E. Timeline

1. **RFP Release Date:** Tuesday, March 23, 2021
2. **Program Proposal Due Date:** Friday, April 23, 2021, by 3 p.m.
3. **Bidders' Questions Due Date:** Tuesday, April 06, 2021
4. **Response to Bidders' Questions by:** Tuesday, April 13, 2021
5. **Meeting Review for Board Members:** Thursday, April 29
6. **Sent to Commissions for Review:** Thursday, April 29
7. **WED Board Vote by:** Friday, May 21, 2021
8. **Anticipated Award of Contract:** Wednesday, June 02, 2021

Section III: Conditions of Solicitation

A. General Conditions

The release of this RFP does not constitute an acceptance of any offer, nor does such release in any way obligate WED to execute a contract with any offertory. The WED Board reserves the right to accept or reject any or all offers on the basis of budgetary limitations, service to significant population segments, geographic distribution, needs of the area and other considerations. WED reserves the right to establish additional considerations or criteria for funding, as deemed necessary. Such considerations may be addressed through final contract negotiations.

Before preparing proposals, offertory should note the following:

WED will not be liable for any costs associated with the preparation of proposals or negotiation of contracts incurred by an offertory. For the purpose of this proposal, WED will accept proposals from any service provider that can demonstrate the administrative capability to successfully provide all the services identified in this RFP.

All proposals, in their entirety, will become the property of WED upon submission. WED will reject any proposal that does not follow the format, does not include all of the requirements specified including the required documentation and certifications, and/or are not submitted by the due date and time.

This RFP has been distributed to for-profit, non-profit, educational and/or training provider organizations that have made a request, in writing, that WED provide their organization with applicable procurements and any PY19 contractor who successfully fulfilled their contract with WED.

A public notice of this RFP has been advertised in the *Bucks County Courier Times* and *The Bucks County Intelligencer* and is available on the WED website:

B. Contingencies

The award of a contract for any proposed service is contingent upon the following:

1. Cost of the proposed program;
2. Favorable review/evaluation of the proposal;
3. Approval of the proposal by a subcommittee of the Board and Partner agencies;
4. Demonstration of past performance and expert knowledge in the education and/training of this population for the specific criteria addressed in this proposal;
5. Ability to provide proof of excellent fiscal accountability;
6. Ability to provide transportation to or to offer services along accessible transportation routes; and

7. Successful negotiation of any changes to the proposal required by WED.

C. Organizational Knowledge and Understanding

Provision of services specified in this RFP requires substantial knowledge and understanding of:

1. Federal legislation: The Personal Responsibility and Work Opportunity Reconciliation Act and the subsequent TANF Reauthorization legislation.
2. Commonwealth legislation: The Pennsylvania Welfare Reform Act, Act 35.
3. PA Department of Human Services Cash Assistance Handbook Employment Advancement and Retention Network Program Policy and Procedures Manual PY20 and PY21.

D. Organizational Fiscal Requirements

Successful proposer will be required to submit to WED a copy of their agency/organization's most recent audit, including any findings, prior to the development of a contract for services.

E. Certificates of Insurance

The program provider whose proposal is approved for funding will be required to submit original Certificates of Insurance showing all coverage in force, including liability and workers compensation, and showing "WED" as the certificate holder, prior to a contract being signed by WED. Certificate of Insurance does not have to be submitted with your proposal. They will be due immediately upon approval of your proposal in order to execute the contract agreement.

The Workforce Innovation and Opportunity Act requires agency staff persons involved in the preparation and distribution of participant's paychecks, as will be necessary for OJT/PWE contracts, to be bonded. Program providers will be required to submit bonding information (name of carrier, policy number, amount of coverage) before execution of a contract.

F. Safety

Equipment necessary for the safety of the EARN participant and any worksites will be allowable under the grant if indicated in the proposal (including, but not limited to first aid kits, and gloves). All items bought for the program that are not dispensable become property of WED at the conclusion of the program.

All staff must possess and show proof of Pennsylvania State Police (PSP) Clearance, FBI Fingerprint Clearance and Child Abuse History Clearance dated six months or less from the start of the program.

G. Appeals

Each proposing agency, whose proposal is reviewed by the appropriate WED committee, shall receive a written notice of approval or non-approval for the proposed project. Following the notification of awards any proposer or potential proposer who has a complaint concerning the issuance of this RFP, the evaluation of proposals received in response to this RFP or any matter relating to the method by which WED secures subcontractors shall have an opportunity to discuss, with the administrative staff, the reasons for non-funding.

Any appeal or complaint must identify any and all contested issues. Subjective interpretations by the review team are not subject to protest or appeal. The written appeal must be filed with and received by WED no later than five (5) working days after the notice of awards are postmarked.

H. Cooperative Program Participation and Monitoring

DHS will monitor EARN service providers at least annually but may conduct more frequent monitoring at its discretion. Monitoring will include a review of data systems, monthly case record reviews as well as site visits to review program compliance. DHS will also conduct training and information sessions, along with technical assistance for the service providers as needed.

WED reserves the right to monitor and audit all programs which receive funding, at any time, to assure proper program management, contract compliance, adherence to the performance standards stipulated in the contract, and any other area deemed necessary by the United States Department of Labor, Pennsylvania Department of Labor and Industry, and/or the Pennsylvania Department of Public Welfare.

Program providers must work cooperatively with all frontline staff members of PA CareerLink® Bucks County organizations and must be prepared to report on the program and its performance at monthly Partner meetings.

Section IV: Performance Requirements and Data Entry

EARN Program Performance Standards

Performance standards will be used to assess the effectiveness of the service provider. Performance standards for EARN PY 2020 – 2021 are outlined in the chart below.

Category	Description	Threshold/Goal
Assessment	A comprehensive household assessment must be conducted and completed within 7 business days of a participant's enrollment.	85% of all enrolled participants.
IEP	A detailed IEP must be documented and include plans to address participant challenges (barriers) and agreed upon plans for resolution within 14 business days after the assessment is completed.	85% of all enrolled participants.
Licensed Counselor or Social Worker	A network of professionals must be established so that eligible participants have an introductory meeting and are able to meet with an appropriate professional at least once a month.	80% of all enrolled participants will have an introductory 1-on-1 meeting with staff within 14 business days from the participant's program enrollment.
Secondary Equivalency and Credentialing (including referrals to outside programs)	Coordination of educational activities through referrals to ELECT service providers and the KEYS program –OR– For participants in a credentialing or secondary equivalency program, a participant must receive a diploma or certification that will provide the participant with an industry-recognized certificate or certification and marketable skill directly related to their employment goals listed on their AMR and IEP.	50% of all participants entering an activity that can result in a transfer or credential are successful.

Placement	<p>Placement of participants in employment where participant is meeting 20 hours per week (80 hours per month) in Unsubsidized Employment and is paid at least two dollars above the higher of the federal or state minimum wage as of July 1 of the program year.</p> <p>Placement can be met at any time once employment begins until the end of the retention period.</p>	70% of participants with employment must meet placement criteria.
Retention	<p>Retention begins when an individual obtains unsubsidized employment (Activity 33) and is placed in CWDS Extended Hold indicating the initial TANF services have ended.</p> <p>The program is to continue to serve the individual during the retention period, up to twelve months. A participant may meet the retention goal up to two times, at six (6) months and twelve (12) months after the project ends.</p>	50% of participants who are placed in employment.
Earned Income	<p>Applies to participants who have achieved Placement.</p> <p>At the conclusion of the 12-month retention period, the participant has increased their earned income.</p>	75% of participants who have achieved the placement benchmark.

Data Entry

EARN service providers may have their own data information system to track program referrals, rejections, enrollments, participant data, activities and terminations. However, CIS, CWDS, and DocuShare® are the official data systems that DHS will use to validate a client’s activities and evaluate achievement of outcomes. EARN provider staff hired to perform data entry are required to attend CWDS training.

DHS has instituted restrictions on timeframes for the data entry of client information into CWDS. The EARN service provider must complete data entry into CWDS as follows:

1. Hours of participation can be data entered into CWDS based on the attendance form. Data entry can then be reconciled when the verification is received.

2. For all activities except AC 31 and AC 33: activity and hours must be entered and, if needed, updated by the 15th of the month after the month of participation; e.g., July hours must be entered by August 15.
3. For AC 31 and AC 33: activity must be entered by the 15th of the month after the month of participation. Attendance hours must be entered/updated by the last day of the month, two months after the month of participation; e.g., July hours must be entered by September 30. The activity end date must be entered by the last day of the month after the month of participation.

All information entered into CWDS must match the information on the EARN attendance sheets (See the EARN Manual, Attachment D). All service providers must develop a data reconciliation process to ensure that all information in CWDS is accurate.

EARN service providers are expected to maintain a data accuracy and timeliness rate of at least 85%.

Monthly Reporting

Contractors will be expected to complete Monthly Contractor Performance Reports for all measures which cannot be captured through the CWDS system. Special detail is given to credentialing, counseling services provided, and measures stated by the contractor that may have been covered in the Program Implementation Plan (PIP). Please refer to the EARN Manual, Attachment D for details on the fields required, due date, and submission expectations.

The EARN service provider will create a confidential EARN Case Record. The EARN Case Record must be kept in a secure location with limited accessibility. Staff not associated with the EARN case may not have access to the EARN Case Record or narrative.

The EARN service providers are required to document their narratives using the CWDS Create Case Progress Notes screen. Additionally, it is suggested to identify case notes with specific topics, for example "Incentives."

The following documents should be maintained in the client's file and must be available for upload on DocuShare® for validation purposes:

1. AMR
2. Service Plan/IEP
3. Attendance Sheets, including make-up plans (EARN Manual, Attachment D)
4. Job Search Logs
5. Excused Absence Logs
6. Release of Information Form (EARN Manual, Attachment D)
7. Employment Verification Form (EVF) (EARN Manual, Attachment D)

8. Verification of Retention
9. Other Relevant Information

Documents must be retained for a period of six years.

Project Termination

Project termination codes reflect program outcomes, including whether or not the client secured employment. The EARN service provider must include the reason for termination in the narrative of the client's case record.

Termination codes 3, 5, and 7 must be data entered within three business days of the date of the decision to terminate. For clients terminated with employment/retention codes 1 and 8, the termination date may date back to the final day worked which completes the 12-month retention period as verified by paystubs.

Programs must conduct outreach efforts for clients who miss three consecutive scheduled days of program activity. If a client does not respond to the outreach efforts and does not report on the fourth day the client must be terminated from the program. Clients who report at any time on the fourth day should not be terminated.

Section V: Proposal Instructions

A. General Format

Proposals must be prepared and sequenced in accordance with instructions outlined in this part. The proposal narrative, excluding the transmittal form, budget information, program planning summary and any attachments, must not exceed twelve double-spaced pages in a font not smaller than 12 pt. Each page must be numbered.

When completed, proposals are to be assembled as follows:

1. Proposal Synopsis Form (Attachment A)
2. Narrative
3. Budget
4. Compliance Checklist (Attachment B)
5. Past Performance (Attachment C)

Each proposal must include a Table of Contents with page numbers for ease of review.

Upon contract award, the Service Provider will be responsible for completing a Performance Report and submitting it with monthly invoices. Failure to submit the Performance Report with invoices will result in no payment.

The Compliance Checklist (Attachment B) must also be included with the proposal. Respondents must initial each section and be able to sign the noted documents before WED will allocate EARN funding. Upon award of a contract, WED will require completed/signed documents including:

1. ADA Compliance Certification
2. Single Audit Act; OMB Circular A-133, Compliance
3. Debarment, Suspension & Ineligibility Documentation
4. Certification Regarding Disclosure of Lobbying Activities
5. Drug-Free Workplace Certification
6. Compliance with Section S504 of the Rehabilitation Act of 1973
7. Equal Opportunity Employer Certification
8. Copy of Latest Audit
9. Insurance Certificate listing WED
10. Bonding Certification

Proposals must be received no later than 3:00 PM on April 23, 2021.

Proposals must be sent via e-mail to djkralle@buckscounty.org. Proposals received after the time and date, will not be considered by WED. Timely receipt of proposals is the sole responsibility of the respondent to this RFP.

B. Narrative

In describing proposed program design and plan of service, please submit a proposal clearly articulating the following sections:

1. **Performance Measures:** State how your organization will ensure that the seven Performance Measures will be addressed and achieved.
2. **Program Design:** Clearly articulate the program model. Must include how the program will coordinate with PA CareerLink® Bucks County services, the Workforce Innovation and Opportunity Act, Title I Services and Partner Programs. Clearly state the job development/placement activities to be used.
3. **Statement of Need:** Describe the problems/needs of Welfare recipients in Bucks County and provide relevant supporting data. Clearly articulate how the proposed service strategy will address these needs.
4. **Past Experience or Demonstrated Expertise:** Describe staff/agency experience or recognized expertise in providing successful programs targeted to Welfare recipients. If you have never contracted with WED, you must provide a minimum of three written letters of reference (as attachments) and three references that may be contacted by the Review Committee.
5. **Coordination:** Describe how services will be coordinated with other vendor/program providers and the PA CareerLink® Bucks County. Additionally, please describe the coordination and partnership with the County Assistance Office.
6. **Staffing:**
 - a. Include key staff members who will be assigned to the program by title, qualifications, function, and amount of time assigned to the program.
 - b. Describe how staff will be incorporated into the overall Workforce services at the PA CareerLink® Bucks County.
 - c. Describe how staff will respond to the functional supervision of the PA CareerLink® Bucks County Director.
 - d. Include an Organizational Chart as an attachment.

7. **Facilities:**
 - a. Lower County: 1260 Veterans Highway, Bristol, PA 19007
 - b. Upper County: 1 Hillendale Drive, Perkasie PA 18944
8. **Program Monitoring:** Describe the systems in place to ensure participants receive the services and how the participant will be tracked. Describe the systems for measuring customer satisfaction and continuous improvement.
9. **Program Administration and Management Plan:** Describe the overall administration/management plan for proposed program including the following:
 - a. **Supervision:** Indicate, through an organizational chart with supporting narrative, lines of authority and responsibility related to proposed program. Include direct program staff, supervisor(s), manager(s), and administrative support staff. Organizational charts may be included as attachments.
 - b. **Fiscal Controls and Accounting:** Please describe in the Narrative, or include as an attachment, your organization's policies and procedures for:
 1. Cash receipts and disbursements;
 2. Purchasing;
 3. Property Management;
 4. Payroll policy;
 5. Travel policy; and
 6. Cost Allocation Plan, including provisions for multiple funding sources.
 - c. **Record Keeping:** Indicate the type of records to be maintained as it relates to EARN Program services. Indicate where the records are to be held, who is responsible for them, and the length of time they are to be kept for audit and review. Indicate who is responsible for timesheets and how and when they will be submitted.
10. **Dual Enrollment:** Please describe how you plan to dual enroll participants into Title I Services.
11. **Credentialing:** Describe which credentials will be utilized to ensure that clients are provided a valuable and marketable skill which relates directly to employment.

C. Budget

Each proposal should include a detailed line item budget subdivided into two cost categories of Administrative Overhead and Program Services. Programs providing one-

year of follow-up services must include detailed budget information related to those services. Please use the following format listing both Administrative and Program Services:

1. Staff Wages: Amount of time in hours and hourly rate of reimbursement for each full-time and part-time position.
2. Staff Fringes: Indicate type of fringe benefits provided to staff and percent paid for each benefit.
3. Staff Travel: Indicate total number of miles to be traveled and reimbursement rate.
4. Materials/Supplies: List type, amount, and cost.
5. Equipment: Indicate type, purpose and cost for each item. (Please note, equipment purchased through this funding is considered the property of WED and will be required to be returned at the conclusion or termination of the program.)
6. Facilities: List cost of rent and utilities (Please note, space may be provided through the CareerLink® Center; however, respondents should include rental fees at the time of RFP submission.)
7. Communications: Telephone expenses, postage, etc.
8. Photocopying/Printing: Specify expenses.
9. Insurance/Bonding: Specify amount and purpose.
10. Consultants/Legal Services: Specify amount and purpose.
11. Accounting/Audits: Specify associated costs.
12. Other costs: Specify and itemize.
13. Percentage of costs attributable to either Administrative or Program categories.
14. PWE and SE wages will be pre-determined by the Bureau of Employment and Training Programs.
15. Resource Sharing Agreement (RSA): Historically the EARN provider is responsible for approximately 30% of the RSA Budget. Actual amounts will be negotiated prior to the start of the contract period.

Section VI: County of Bucks

A. County Rights and Authority

The County shall retain the right to inspect and review the Contractor's performance under this contract and to initiate action, within the terms of the contract that it deems necessary to assure Contractor compliance.

The County will review and approve, prior to any implementation, all recommend changes proposed by the Contractor.

B. Proposal Procedures

Proposals received after the time and date above will not be considered.

Proposals shall be submitted at no cost to the County and any proposal received shall remain the property of the County.

Proposers are encouraged to reply "comply", "comply with exceptions", "cannot comply" or "our alternative is..." to every requirement in this RFP.

The County reserves the sole right to waive technicalities contained in proposals.

The County reserves the right to reject any and all proposals.

Proposals submitted in response to this RFP must remain valid for a period of 365 days from the proposal submission date.

Disclosure of Proposal Contents

All proposals/bids and other material submitted becomes the property of the County and may be returned only at the County's option. Information contained in the proposals/bids will not be disclosed during the evaluation process. Under Pennsylvania's "Right to Know" laws public records are required to be open to reasonable inspection and reproduction. All proposal/bid information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter all proposals/bids will become public information; subject to inspection and reproduction in accordance with the PA Right to Know Law (Act 3 of 2008), unless otherwise exempt under the Act. Copies of said public records may be made in the Purchasing Department at a cost to the requesting party of \$0.25 per page.

Notwithstanding any terms or conditions contained herein, Consultant/Vendor agrees to comply with all Local, State and Federal laws and regulation. Consultant/Vendor specifically agrees to produce all documents that may be subject to public disclosure pursuant to the Pennsylvania Open Records Law.

Trade secrets and other proprietary data contained in a proposal may be held confidential if such data meets the definitions of confidential proprietary information and/or trade secrets under Section 102 of the Right to Know Law. Material considered confidential by the proposer must be clearly identified and the proposer must include a brief statement that sets out the reasons for the confidentiality and how this information meets the criteria of Section 102 of the law.

Ambiguity, Conflict or Other Errors in the RFP.

Any ambiguity, conflict, discrepancy, omission or other error discovered in this RFP must be reported immediately in writing to the County of Bucks Purchasing Director, submitted to the solicitation on the PennBid website and a request made for specific modifications or clarifications.

Requests for Clarification- Any requests by the County for clarification of proposals shall be answered in writing and such requests should not alter the proposer's pricing information contained in its cost proposal.

C. Selection Criteria - Criteria for Evaluation

Mandatory requirements include:

Compliance with RFP instructions.

The proposer will be selected based on their written proposal and any requested presentations. The County will assemble a committee for the purpose of evaluations. The Selection Committee will review all proposals and make their recommendations for selection. The primary criteria used in making a selection will be as follows:

Technical- Understanding of the problem; Soundness of the approach and solution; Ability to satisfy the stated requirements; Service & support capabilities; Analysis of risks; testing methodology.

Management- Project plans; management approach; qualifications of key people; project timeline; corporate experience; information received from reference checks
Cost controls; Consistency w/ technical & management plans)

Results of Reference calls

Procedure - Submitted proposals will be reviewed by the Selection Committee.

Proposers who are deemed, based on the selection criteria, fully qualified and best suited among those submitting proposals may be requested to participate in discussions regarding their proposals. Discussion will cover cost, methods of operation, and all other relevant factors.

At the conclusion of discussions, evaluation results will be submitted to the County Commissioners for consideration.

The Commissioners may request proposers participate in additional discussions regarding their proposals in order to make a decision on which proposer is offered a contract.

Contract negotiations will be conducted with the proposer chosen by the Commissioners. If a satisfactory agreement can be reached, the contract shall be awarded to the proposer; otherwise, negotiations will be conducted with a subsequent proposer until a satisfactory contract can be established or until the Commissioners determine that rejection of all proposals is the best interest of the County.

D. Method of Award

The award will be made to the proposer whose proposal is determined to be professionally and technically complete. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The County reserves the right to award this contract not necessarily to the proposer with the lowest price, but to the proposer that demonstrates the best ability to fulfill the requirements of the RFP. The successful proposer will be chosen based on the qualifications and selection criteria discussed in the proposal.

The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. The successful proposer will perform all services indicated in the proposal in compliance with the negotiated contract.

The County reserves the right to reject any or all proposals for any reason, in whole or in part, received in response to this RFP. The County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer. Proposers whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

E. Interview/Presentation

The County reserves the sole right, in the best interest of the County, upon review of proposals to:

Request and obtain additional information and/or clarification from prospective proposers.

Request and schedule proposer(s) to meet and schedule at a designated time, date, and county location for an interview and/or presentation.

F. Agreement

The County reserves the sole right to offer and enter into an agreement with the successful proposer.

The successful proposer agrees to sign a written Agreement including terms and conditions as specified in this RFP. The County reserves the right to change, add and/or delete terms as determined to be in its best interest.

Contractor agrees to comply with the terms and conditions set forth in its proposal dated (date of proposal), as well as all requirements of the RFP and any addenda thereto; pertinent portions of the proposal submitted by the successful proposer; and any negotiated additions or changes to the received proposal all of which are incorporated herein by reference as though fully set forth at length.

The contract sum shall be (awarded amount) as indicated in the Contractor's executed Proposal. Said prices shall be the total compensation paid by the County to the Contractor including all related incidental work thereto.

Contractor further agrees to indemnify and save harmless the County from any and all actions, claims and demands whatsoever that may result from Contractor's use of any facilities owned by the County does further agree to repair any damage to the County-owned property caused by Contractor's negligence or willful actions and the Contractor shall further supply the necessary insurance's as set forth in this proposal.

The parties hereto do hereby agree that they shall comply with all conditions and provisions of the specifications whenever such specifications are not inconsistent with the terms and provisions of this Agreement, and do hereby agree to execute all documents, agreements, and other papers related hereto and in form satisfactory to the County.

HOLD HARMLESS CLAUSE

In the event that any of the insurance hereinbefore provided shall not, by reason of any act, omission or negligence of the Contractor be procured or kept in full force and effect, the Contractor shall indemnify defend & save harmless the County against losses, claims and demands to the same extent as the County and the County would have been indemnified by each insurance if it had been in full force and effect. The Contractor shall also indemnify defend & save harmless the County against any and all losses, claims and demands to the extent that they are not recoverable under each insurance policy solely because of a deductible franchise or average provision therein and to the extent that the proceeds of insurance collections from underwriters are reduced by any customary brokers' commissions.

SUITS AND CLAIMS

The Contractor agrees to indemnify, defend, and save harmless the County and all the officers and subordinates, from all suits and actions of any name, nature, and description brought against them or any of them for or on account of any damages or loss sustained by any party through the Contractor or his agents, servants, or employees in the performance or subsequent to the completion of the work under the contract whether such injury or damages be due to negligence or the inherent nature of the work. It is not the intention of this Section or anything herein provided to confer in a third party beneficiary a right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the County a right of action either under this contract or in any manner whatsoever.

The agreement must be signed by authorized representatives of the Contractor and the Bucks County Board of Commissioners.

The Agreement must incorporate, in order of precedence, the following:

The Agreement.

The County Request for Proposal (RFP) and any addenda thereto.

Pertinent portions of the proposal submitted by the successful proposer.

The successful proposer who is presented an agreement is required to sign and have witnessed three original agreements. The agreements shall be presented to the Bucks County Commissioners for consideration and/or approval. Upon Commissioners approval and signature, an original agreement shall be forwarded to the successful proposer.

G. Term of Agreement

The term of agreement shall be agreed upon with the successful Proposer and commence upon approval of an agreed upon contract by the Bucks County Commissioners. The County reserves the right to negotiate and change terms and conditions as necessary in the best interest of the County.

H. General Terms and Conditions

Independent Capacity of Contractor

The Contractor, its employees and agents, are not deemed to be employees of the County in any manner whatsoever and shall act in an independent capacity and not as officers, employees, or agents of the County.

Prohibition Against Assignment

The Contractor shall not assign any part of this Agreement without prior written approval of the County.

Contract Modification, Amendment and Termination:

This document and all attachments, which have been incorporated by reference, contain all terms, provisions and conditions of the Agreement. All provisions thereof are intended by the parties to be whole and entire.

Any alteration, variation, modifications, or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an addendum, which shall be attached to and become part of this Agreement.

The County reserves the right to suspend, revise, or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of this Agreement.

In addition, the County may terminate this Agreement at any time, upon 10 days written notice delivered by certified mail or in person in which case equitable adjustment will be made for work satisfactorily performed up to the date of notice of termination.

Confidential Information

All Information contained in the files of County of Bucks and all departments thereof is considered "Confidential Information". "Confidential Information" means any and all information, data, documents, files and records disclosed to the Contractor by the County either directly or indirectly in writing or orally. Confidential Information does not

include any of the foregoing items which (i) is known to Proposer at the time of disclosure to Proposer by the County as evidenced by written records of the Proposer, (ii) has become publicly known and made generally available through no wrongful act of Proposer or (iii) has been rightfully received by Proposer from a third party who is authorized to make such disclosure.

Proposer agrees not to use any Confidential Information disclosed to it by the County for its use or for any purpose except to carry out discussions concerning, and the undertaking of, any business relationship between Proposer and the County to third parties or to employees of Proposer except employees who are required to have the information in order to carry out the discussions or intentions of the aforementioned relationship. Proposer will have or has had employees who have access to Confidential Information of the County sign a nondisclosure agreement in content substantially similar to this Agreement and will promptly notify the County in writing of the names of each such employee upon the request of the County at any time. Proposer agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the County in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that Proposer utilizes to protect its own Confidential Information of a similar nature. Proposer agrees to notify the County promptly in writing of any misuse or misappropriation of Confidential Information of the County which may come to Proposer's attention. Proposer also agrees that, without the County's prior written approval, Proposer shall not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Proposer has this arrangement with the County.

Hold Harmless

It is understood that the Contractor is an independent contractor in respect to its performance under this Agreement, and shall assume all risks and responsibilities for losses of every description in connection with the service, which can be attributed either directly or indirectly to the Contractor. The Contractor agrees to indemnify, defend, and save harmless the County, its agents and employees for or on account of any damages or loss, including the cost of litigation or legal counsel resulting directly or indirectly from the actions of the Contractor in fulfilling the terms of this Agreement.

Surety

The successful vendor will be required to provide Surety for 50% of the contract amount. All Vendors shall submit a Letter of Intent to Provide or Consent of Surety for one of the following:

1. Performance Bond
 - a. Vendor shall furnish to the County of Bucks Commissioners at no cost to the County, a Letter of Intent to Obtain a Performance Bond.
 - b. The successful Vendor shall furnish a Performance Bond for 50% of the contract amount, the condition of which shall be the full and complete execution and performance of each and all of the terms contained in the contract proposal, specifications and instructions to Vendors. Multi-Year contracts shall require a Performance Bond renewable for each year of the contract, for 50% of the year's contracted amount.

2. Certificate of Deposit
 - a. This letter, guaranteeing issuance of Certificate of Deposit shall be from a bank doing business in Pennsylvania and insured by the Federal Deposit Insurance Corporation (FDIC).
 - b. The letter shall state that if the Vendor is successful, a Certificate of Deposit for 50% of the contract amount will be furnished to County of Bucks.

3. Irrevocable Letter of Credit
 - a. This letter, guaranteeing issuance of an Irrevocable Letter of Credit, shall be from a bank doing business in Pennsylvania and insured by the Federal Deposit Insurance Corporation (FDIC).
 - b. The letter shall state that if the Vendor is successful, an Irrevocable Letter of Credit for 50% of the contract amount will be furnished to County of Bucks.

Proposals submitted without the Letter of Intent to Provide or Consent of Surety for one of the above will be considered non-responsive and the proposal will be rejected. It is recommended that vendors take the necessary steps, prior to submittal of their proposals, to ensure that, if awarded a contract they can meet this requirement.

Insurance and Taxes

The Contractor shall perform its services under this Agreement, as an independent Contractor and shall insure, as they may appear, the interests of all parties to this Agreement against any and all claims which may arise out of Contractor's operations under the terms of this Agreement.

Contractor will provide original certificate(s) of insurance made out to the County of Bucks showing all insurance coverage carried by Contractor upon submission of a signed Agreement to the County. The Agreement will not be approved by County if a certificate is not present. If, during the term of the Agreement, coverage should expire, the County may withhold payments until the Contractor submits a new certificate reflecting the

new policy coverage dates.

At a minimum, the Contractor must carry at least the following:

Commercial General Liability - (policy to include premises and operations, products/completed operations and blanket contractual liability- the contractual section of the coverage must cover this agreement) General Aggregate Limit \$2,000,000; Products and Completed Operations Aggregate Limit \$2,000,000; Each Occurrence Limit \$1,000,000.

Automobile Liability - to include owned, non-owned and hired vehicles: Combined Single Limit \$500,000; or Bodily Injury \$250,000. each person, Bodily Injury \$500,000. each accident, and Property Damage \$100,000.

Professional Liability- Each Jobsite limit: \$1,000,000; General Aggregate Limit: \$2,000,000. Must remain in place for one year from date of final acceptance.

Workers, Compensation as required by Pennsylvania statute.

Employer's Liability: Bodily Injury by Accident \$100,000. each accident; Bodily Injury by Disease \$100,000. each employee; Bodily Injury by Disease \$500,000. policy limit.

Additional Insured will be provided on all applicable policies on a primary and noncontributory basis and must read: The County of Bucks, its Board of Commissioners, employees, directors, officers, departments and divisions shall be included as additional insured with respect to the work performed for this contract.

Cancellation Clause must read: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Certificate Holder- County of Bucks Board of Commissioners, Attn: Office of the Controller, 55 East Court Street, Doylestown, PA 18901.

The Contractor hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the County. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S. @ 481(b)] of said act.

Contractor shall accept full responsibility for the payment of premiums of all insurance, as well as for social security taxes, income tax deductions, and any other taxes or payroll

deductions required by law for Contractor or Contractor's employees who are performing services pursuant to this Agreement.

Familiarity with Proposed Work

Contractor certifies that he has carefully considered the work proposed and the RFP to determine for himself the difficulties and requirements incidental to the prosecution of the work, and that the submission of a proposal is considered conclusive evidence of such examination.

Sole-Contractor

The Contractor agrees that he and only he shall be the County's sole contractor under this Agreement.

Non-Discrimination

The Contractor agrees to comply with all applicable State and Federal laws, regulations, procedures, and orders, which protect the civil rights of employees, job applicants, and recipients of services.

The Contractor expressly agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and all other applicable Federal, State, and/or Local Laws, ordinances, rules and regulations and orders prohibiting discrimination in hiring or employment opportunities. It shall not be an excuse for non-compliance that the Contractor has or intends to delegate any of its responsibilities to any union, training program, other source of recruitment or other entity, but Contractor shall remain primarily responsible for compliance hereunder.

Certification Regarding Impartiality and Conflict of Interest

The Contractor certifies that he is a totally independent contractor and that to the best of his knowledge, no County official or employee has a vested interest, financial or otherwise, in this Agreement.

The Contractor will inform the County in writing immediately if any potential conflict of interest arises during the performance of this Agreement. Conflict of interest may constitute grounds for termination of this Agreement following notification by County to Contractor (allowing Contractor a reasonable opportunity to respond) where same is not corrected by Contractor within a reasonable time period after notice.

The Contractor shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex or handicap.

Immigration Reform and Control Act of 1986

Contractor recognizes its responsibilities to assure identity and employment eligibility of its own employees under the Immigration Reform and Control Act of 1986 and any record acquisition and retention requirements under the Act.

Statutes Applicable to this Agreement

Contractor is responsible for familiarity and compliance with all statutes that apply to their performance under their agreement.

No Arbitration Clause

The Contractor/Engineer agrees that no bid documents prepared for the County will include Arbitration Clauses.

County of Bucks
Department of Workforce and Economic Development
Proposal Synopsis Form
Program Years 2021 and 2022
RFP 21-01 EARN

Organization: _____

Address/City/Zip: _____

Phone: _____ Website: _____

Contact Person & Title: _____ Email: _____

Total Funds Requested: _____

- Administrative: _____ (Percentage of total budget)
- Program: _____ (Percentage of total budget)

Total Clients to be Potentially Served: _____ Cost Per Participant: _____

Minimum Performance Measures to be Addressed:

Career Development Component

- | | |
|---|---------|
| ▪ Assessment | _____ % |
| ▪ EP | _____ % |
| ▪ Licensed Counselor or Social Worker | _____ % |
| ▪ Secondary Equivalency and Credentialing (Including Referrals to outside programs) | _____ % |
| ▪ Placement | _____ % |
| ▪ Retention | _____ % |
| ▪ Earned Income | _____ % |

Program Description: _____

OFFEROR'S CERTIFICATION

Certification and Adjustments. When a cost analysis is necessary and there is inadequate price competition, respondent must certify that to the best of its knowledge and belief, cost data are accurate, complete, and current at time of agreement of price. Awards or modifications negotiated in reliance on such data should provide awarding agency (County of Bucks, Department of Workforce and Economic Development) a right to price adjustment to exclude any significant sum by which price was increased because awardee had knowingly submitted data that were not accurate, complete and certified.

I, _____, hereby certify that I am legally and duly authorized to submit this proposal on behalf of _____, that information contained herein is true and correct to the best of my knowledge, and that prices for services offered herein are firm and effective through close of business on _____.

Signed, this _____ day of _____, 2021.

Authorized Signature

Printed Name of Authorized Signatory & Title

EARN Program Year 2021 Contractor Compliance Checklist

Upon award of contract, the County of Bucks, Department of Workforce and Economic Development (WED) require written certification of the following documents. Prior to the commencement of any program funded with monies under the jurisdiction of WED, a monitoring visit will be scheduled to verify adherence to certain requirements, including compliance with all physical and assistive devices as required by the American with Disabilities Act (ADA).

Prior to the award of any funding, contractor will be required to complete an Invoice Training with the WED Fiscal Department. Specific reports are due on a monthly basis from each contractor. Specific documentation, including the specific itemization of staff time charged to EARN contracts, must be included in contractor's monthly invoices.

It is important for potential contractors to know before submitting a proposal:

1. Inability to provide the required reports and invoices each month of the contract will result in the termination of the contract and may result in the contractor's repayment of funds issued up to the date of contract termination.
2. Training locations must be in compliance with ADA regulations, both at the time of the contract award and throughout the contract period. Non-compliance issues will result in the termination of the contract.

The following documents will be required to be submitted at the time of the contract award; please check each box and initial on each line, thereby acknowledging your organization's ability/consent to provide:

- ADA Compliance Certification _____
- Single Audit Act; OMB Circular A-133, Compliance _____
- Debarment, Suspension & Ineligibility Documentation _____
- Certification Regarding Disclosure of Lobbying Activities _____
- Drug-Free Workplace Certification _____
- Compliance with Section S504 of the Rehabilitation Act of 1973 _____
- Equal Opportunity Employer Certification _____
- Copy of Latest Audit _____
- Insurance Certificate listing County of Bucks _____
- Bonding Certification _____

Name of Organization: _____

Authorized Signature & Date: _____

Printed Name of Authorized Signatory & Title: _____

Attachment C

Past Performance Measurements and Demonstrated Effectiveness

Has your organization ever operated a program similar to the EARN Program as described in this RFP?

Yes No If yes, please provide the following information:

Period of Performance: From _____ To _____

Name of Program: _____

Program Funded By: _____

Program Performance:

Number of Participants Served:

New: _____

Carry-Over: _____

Entered Employment Rate: _____

Retention Rate : _____

Credential Rate: _____

Number of Employer Clients Served: _____

Results of Employer Clients Served: _____

REFERENCES

Include a minimum of three Reference Letters, dated after the release of this RFP, detailing your organization’s capacity for programs of this scope. Please ensure each letter contains the following information:

Organization Name
Contact Name and Title
Address
Phone Number
Email Address