

Workforce Investment Act  
In-School Youth Program  
LWIA-1

**Request for Proposals**

Issued By:

Alliance for Business & Training

Northeast Tennessee Workforce  
Investment Board

Northeast Tennessee  
Youth Council

Submission Date: Open

**TABLE OF CONTENTS**

**Page Number**

**CONTACT PERSON..... 2**  
**SUBMISSION INSTRUCTIONS..... 2**  
**INTRODUCTION..... 3**  
**SCOPE OF SERVICES..... 3**  
**LEGISLATIVE BACKGROUND..... 4**  
**SPECIFIC YOUTH PURPOSES OF WIA..... 5**  
**RESOURCES FOR ADDITIONAL INFORMATION..... 5**  
**BIDDER QUALIFICATIONS..... 6**  
**SUGGESTED COLLABORATION AND LINKAGES..... 6**  
**ELIGIBLE YOUTH..... 7**  
**WIA REFERENCE TABLE FOR LOW INCOME CRITERIA..... 7**  
**REQUIRED YOUTH PROGRAM ELEMENTS..... 8**  
**DESCRIPTION OF YOUTH PROGRAM ELEMENTS..... 9**  
**OTHER PROGRAM COMPONENTS..... 13**  
**PROGRAM OUTCOMES AND PERFORMANCE MEASURES..... 15**  
**REQUIRED LEVELS OF PERFORMANCE..... 16**  
**PROPOSAL REVIEW PROCESS..... 16**  
**TERMS AND CONDITIONS..... 17**  
**CONTRACT AWARD..... 17**  
**PERIOD OF CONTRACT PERFORMANCE..... 18**  
**OUT-OF-SCHOOL YOUTH PROGRAM RFP TIMELINE..... 18**  
**REQUIRED PROPOSAL FORMAT..... 19**  
**LIST OF REQUIRED ATTACHMENTS..... 21**  
**REQUIRED PROPOSAL BUDGET SHEETS..... 22**  
**APPENDIX..... 28**  
**EVALUATION CRITERIA..... 29**  
**DEFINITIONS..... 31**  
**YOUTH COUNCIL VISION, MISSION, AND GUIDING PRINCIPLES..... 33**  
**SCANS FOUNDATION SKILLS..... 34**  
**SAMPLE CONTRACT..... 35**

**I. CONTACT PERSON**

All questions concerning this RFP should be directed to:

Barbara McCray, Youth Coordinator  
Alliance for Business and Training  
Phone: (423) 547-7515 Ext. 140  
Fax: (423) 547-7522  
E-mail: [bmccray@ab-t.org](mailto:bmccray@ab-t.org)

## **II. SUBMISSION INSTRUCTIONS**

All proposals must be printed on white 8 1/2" by 11" paper using a 12-point Times New Roman font with pages numbered sequentially. The original proposal must be placed in a 3 ring binder and each copy of the proposal must be stapled firmly in the upper left hand corner or bound. Paper clips or other removable fasteners are not acceptable.

To be considered for funding, the original proposal, including letter(s) of commitment with original signature (s) of authorized agency signatory, twelve (12) stapled copies, and a labeled computer disk containing the proposal in a Microsoft Word format must be submitted. Faxed or e-mailed proposals will not be accepted.

It is the responsibility of the bidder to ensure that the proposal is received by the Alliance for Business and Training. **This is an open RFP and there is no current closing date for proposals. Proposals will be reviewed and considered for funding as they are received. This RFP will remain open until all available funding has been allocated.**

Proposals may be mailed to:

Alliance for Business and Training  
P.O. Box 249  
Elizabethton, Tennessee 37644  
Attn: Request for Proposal

Proposals may be hand delivered to:

Alliance for Business and Training (2<sup>nd</sup> Floor)  
386 Highway 91  
Elizabethton, Tennessee 37643  
Attn: Request for Proposal

## **III. INTRODUCTION**

The Alliance for Business and Training, in cooperation with the Northeast Tennessee Career Centers, Northeast Tennessee Youth Council, and Northeast Tennessee Workforce Investment Board, is accepting

proposals for the operation of a training and employment program to serve out-of-school youth. Out-of-school youth are youth between the ages of 17-21 who are either high school graduates or high school dropouts. Programs will be funded under the Workforce Investment Act, and training may be offered at either a single location or multiple locations in Carter, Johnson, Sullivan, Unicoi, and/or Washington Counties. Program providers will be responsible for recruitment of eligible youth, provision of occupational skills training, and placement of trained youth into unsubsidized employment.

#### **IV. SCOPE OF SERVICES**

Program youth must be out-of-school youth and must meet the WIA eligibility criteria of low income and be unemployed or underemployed. Training programs must be skills-based, resulting in attainment of a credential, and must be designed to prepare youth to work in high-demand occupations that will provide a self-sufficient wage. Highest consideration will be given to proposals that design training programs to meet current employers' training needs and develop partnerships with area employers to hire youth upon completion of proposed training program.

Youth who are basic skills deficient must be provided academic services to assist in skills gains. Any youth who does not possess a high school diploma must be provided GED preparation. This basic skills instruction and/or GED preparation may be provided prior to, or run concurrently with, occupational skills training. All programs must either provide these academic services directly or make referral to academic services to assist in skills gains and/or GED preparation. Work Readiness skills may also be provided to help prepare youth for work by assuring that trained youth are familiar with workplace expectations and exhibit work behaviors and attitudes necessary to compete successfully in the labor market.

The proposed training programs cannot exceed a 12-month period. Total contract period will include time prior to training for recruitment and an additional three months following training to allow placement of trained youth into unsubsidized employment. A maximum amount per contract will be determined based on the number of proposals received, the type of training proposed, and the total number of youth to be trained.

#### **V. LEGISLATIVE BACKGROUND**

The Workforce Investment Act of 1998 (P.L.105-220) was signed into law on August 7, 1998. The Northeast Tennessee Workforce Investment Board is responsible for the administration and oversight of WIA programs operated in Local Workforce Investment Area 1 (LWIA 1). LWIA 1 includes Carter, Johnson, Sullivan, Washington, and Unicoi counties in Northeast Tennessee. The Act also requires the appointment of a Youth Council, to operate as a subcommittee of the WIB, which is responsible for the planning, oversight, and recommendation of programs and activities for youth, consistent with Title I, Section 129 of the Act. The Act specifies that program services for youth shall be procured on a competitive basis. This Request for Proposal (RFP) is the method by which potential providers compete for funding.

The intent of the Workforce Investment Act as it relates to youth is to increase the basic skills, occupational skills, employment, retention, and earnings for eligible WIA youth. This will result in the improved quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation.

Youth services are authorized by the Workforce Investment Act to serve eligible youth in two different age categories, older youth ages 19-21 at registration, and younger youth, ages 14-18 at registration. Please note that a youth registered as a younger youth will remain a younger youth throughout the program. A younger youth will not become an older youth when they turn 19. The Act also mandates youth services be provided to in-school as well as out-of-school youth and specifies that a minimum of 30% of youth funds must be spent on out-of-school youth. Youth served through this training program may fall into older or younger youth but must meet the definition of out of school youth.

This Request for Proposal is specifically for the operation of WIA training and employment programs for out-of-school youth in LWIA 1. Out-of-school youth include youth who are high school graduates and are basic skills deficient, unemployed or underemployed and also include dropouts. Programs will provide recruitment of eligible out-of-school youth, occupational skills training in a high demand occupational area, and placement into full time employment at a self-sufficient wage.

A youth who is basic skills deficient must be provided academic services to assist in skills gains. Any youth who does not possess a high school diploma must be provided GED preparation. This basic skills instruction and/or GED preparation may be provided prior to, or run concurrently with, occupational skills training. All programs must either provide these academic services or referral to academic services to assist in skills gains for basic skills deficient youth and/or GED preparation for those without a high school diploma.

## **VI. SPECIFIC YOUTH PURPOSES OF WIA**

Activities and projects funded under this Request for Proposal must address the purposes, intent, and program design specifications as defined in Title 1, Section 129 of the Workforce Investment Act.

The Purposes of the Workforce Investment Act as it relates to youth are as follows:

- To provide assistance in achieving academic and employment success;
- To provide effective comprehensive activities to improve educational and skill competencies and to develop effective connections to employers;
- To provide opportunities for training;
- To ensure ongoing mentoring opportunities with adults;
- To provide supportive services;

- To provide incentives for recognition and achievement; and
- To provide activities related to leadership development, decision making, citizenship, and community service.

## **VII. RESOURCES FOR ADDITIONAL INFORMATION**

- 1) The Workforce Investment Act P.L. 105-220 can be accessed at [www.usworkforce.org](http://www.usworkforce.org)
- 2) The U.S. Department of Labor Employment and Training Administration can be accessed at [www.doleta.gov](http://www.doleta.gov)
- 3) The State of Tennessee Department of Labor and Workforce Development WIA Youth Plan can be accessed at [www.state.tn.us](http://www.state.tn.us)
- 4) The Local Workforce Investment Area 1 WIA Youth Plan can be accessed at [www.ab-t.org](http://www.ab-t.org)

## **VIII. BIDDER QUALIFICATIONS**

Any training institution, private-for-profit business entity, private non-profit corporation, or public entity with documented, successful experience providing skills-based workforce development services is eligible to apply. Bidders must also demonstrate the ability to accept fiscal liability for grant funds.

The Alliance for Business and Training reserves the right to accept or reject, wholly or in part, any or all proposals submitted. Only completed Requests for Proposals (RFP's) will be considered for funding. A completed RFP will thoroughly respond to all questions and will include all required documentation. Service providers must be recommended by the Youth Council and approved by the Workforce Investment Board. Providers selected for funding under this request for proposal may be eligible for program extensions dependent upon performance and availability of funds.

## **IX. SUGGESTED COLLABORATION AND LINKAGES**

Strategic collaboration among training institutions and employers is highly recommended. Strong, effective connections to employers are essential in the creation of a system of providers that can effectively assist youth to become highly skilled and employable. Connections with employers should lead to meaningful exposure to the world of work and placements into full time employment in a demand occupation that will provide a self-sufficient wage.

A youth who is basic skills deficient must be provided academic services to assist in skills gains. Any youth who does not possess a high school diploma must be provided GED preparation. This basic skills instruction and/or GED preparation in almost all cases must be provided prior to occupational skills training. All programs must either provide academic services or referral to academic services to assist in skills gains for basic skills deficient youth and/or GED preparation for those without a high school diploma.

## **X. ELIGIBLE YOUTH**

Individuals to be served through WIA Title I-B funding for out-of-school youth ages 17 – 21 must be low-income **and** one or more of the following:

- (i) Deficient in basic literacy skills (defined as reading, writing, or computing math at a level at or below the eighth grade level based on results of a standardized testing instrument.)
- (ii) A school dropout or
- (iii) Unemployed or
- (iv) Underemployed

### **Low-Income Criteria:**

- TANF recipient ***or***
- Food Stamp eligible (in past 6 months) ***or***
- Family income falls within income levels in the WIA reference table below ***or***
- Individual has a verifiable disability and meets income criteria for family of one in reference table below ***or***
- Individual 18 or over provides over 50% of own support and files own income tax and meets income criteria for family of one in reference table below.

### ***WIA Reference Table for Low Income Criteria***

Family Size	Poverty Level	LLSIL* Metro	LLSIL* Non-Metro
1	\$9800	\$7,580	\$7,250
2	\$13,200	\$12,420	\$11,880

3	\$16,600	\$17,050	\$16,310
4	\$20,000	\$21,040	\$20,130
5	\$23,400	\$24,830	\$23,760
6	\$26,800	\$29,040	\$27,780
7	\$30,200	\$33,250	\$31,800
8	\$33,600	\$37,460	\$35,820
9	\$37,000	\$41,670	\$39,840
	Add \$3,400 for each additional family member	Add \$4,210 for each additional family member	Add \$4,020 for each additional family member

**\*Lower Living Standard Income Level**

To use this chart, compare the poverty level for the family size against either the Metro or Non-Metro LLSIL, depending on the county of residence, using the higher of the two.

**Note: Metro LLSIL levels can only be used for the following counties in LWIA 1: Carter, Sullivan, Unicoi, Washington**

Revised 6/29/06

The Workforce Investment Act also allows for up to 5% of the youth served to be above the income guidelines if they have one or more specified barriers. This 5% window will **not** be used for any program funded under this Request for Proposals. The 5% window will be reserved for use in the event that a youth may be found to be ineligible after an eligible determination was made. This procedure will ensure no disallowed costs in the unlikely event that an error is made during eligibility the eligibility determination process.

## **XI. REQUIRED YOUTH PROGRAM ELEMENTS**

The Workforce Investment Act requires the inclusion of ten program elements in all youth programs as referenced in Title 1, Section 129 of the Act. All youth do not need to take part in each of these elements, but each element must be available to all youth who are identified through a comprehensive assessment to need that element. For out-of-school youth to be served through this RFP, these required program elements will be made available through a combination of services provided by contracted service provider and services provided through the Career Centers. Youth may also be referred to services currently available within a community, if needed, to meet the required access to all ten elements.

Programs that are funded may also utilize any of these elements as options for improving educational and skill competencies or to provide effective connections to employers:

- 1) Occupational skills training;
- 2) Tutoring and study skills training;
- 3) Alternative secondary school services;
- 4) Paid and unpaid work experiences;
- 5) Summer employment opportunities;
- 6) Adult mentoring;

- 7) Leadership development;
- 8) Comprehensive guidance and counseling;
- 9) Supportive services, defined as those necessary to assist the youth to be successful in achieving their goals. This may include transportation, child care, work related clothing, work related tools, etc; and
- 10) Follow-up services for not less than 12 months after the completion of participation.

Service providers will only be required to provide and document activities, attendance, and progress for elements directly provided through the contract: recruitment, occupational skills training, basic skills/GED instruction, and placement.

## **XII. DESCRIPTION OF YOUTH PROGRAM ELEMENTS**

- **Occupational Skills Training:**

Occupational skills training includes training for a specific occupation shown to be in demand in LWIA 1 defined as an occupation with projected positive job growth or job replacement ratios within 12-24 months, according to the best available sources of state/local labor market information and according to needs identified by local employers. Occupational skills training must lead to a credential in the field of study and full-time employment in the field of training. A Credential is defined as a nationally recognized degree or certificate or recognized educational credential as described by either the Tennessee Department of Education or Tennessee Higher Education Commission. Credentials include a high school diploma, GED, or other recognized equivalents, post secondary degrees and certificates, licensure, or industry-recognized certificates, transcripts, or any other papers generally taken to signify completion of an education goal at an institution certified as an Eligible Training Provider.

- **Tutoring and Study Skills Training:**

This element is designed to improve the basic and study skills of the eligible population. Tutoring and/or study skills training shall be structured to ensure intensive individualized assistance is provided for youth in need of remediation or skills improvement and/or GED preparation. Service providers may refer participants for this service or provide the service through scheduled activities. However, it is the responsibility of the service provider to document activities conducted and progress of students participating in this element and relay that information to the participants' AB&T Career Specialists.

- **Alternative Secondary School Services:**

Participants may be referred for scheduled alternative educational opportunities that are designed to lead to a high school diploma such as adult high school programs. Scheduling of alternative education activities and the definition for successful outcomes will be consistent with local school district policies. Service providers will be required to document the activities conducted and the progress of students participating in this element.

- **Paid and Unpaid Work Experiences:**

Work experiences are planned, structured learning experiences that take place in a workplace for a limited

period of time. Work experiences are designed to enable youth to gain exposure to the world of work and its requirements and may include internships and job shadowing. Work experience should be designed to help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. The purpose is to provide the youth participant with opportunities for career exploration and skill development and not exclusively to benefit the employer. Work experience may be subsidized or unsubsidized (consistent with Wage and Hour Laws) and may include the following elements:

- 1) Instruction in employability skills or generic workplace skills such as those identified by the Secretary's Commission on Achieving Necessary Skills (SCANS) (A list of the SCANS skills is provided in the Appendix);
- 2) Exposure to various aspects of an industry;
- 3) Progressively more complex tasks;
- 4) Internships and job shadowing (unpaid work experience);
- 5) The integration of basic academic skills into work activities;
- 6) Supported work, work adjustment, and other transition activities;
- 7) Entrepreneurship; and
- 8) Other elements designed to achieve the goals of work experience.

Work experience can occur in the public, private, for-profit, or non-profit sectors when the assessment and individual employment plan (IEP) indicate that work experience is appropriate. Contractors will be responsible for developing work experience sites, providing orientation to work site supervisors and participants, completing a work site agreement, payment of participant wages, completion of necessary tax and W-2 forms, monitoring and documenting work experience activities and progress, maintaining time sheets of participants, and reporting activities under this element to the Administrative Entity and the Youth Council.

Internships may be made available for a limited duration as an unpaid introduction to a particular occupation or industry. This activity is designed to provide informational training and experience for youth to determine his/her interest in a specific occupation. It is not designed to provide work activities similar to those of hired employees within an organization. Service providers will be responsible for documenting internship activities.

- **Summer Employment Opportunities:**

Summer employment opportunities are to be viewed as one element among many available to youth as part of a menu of activities offered by the local providers. Summer employment opportunities, if provided, must be directly linked to academic and occupational learning and be based on the interest and needs of each youth served. Any summer employment opportunities must be related to each student's career goal.

When provided, work experience sites shall be made available at convenient times and locations for participating youth. If summer employment opportunities are proposed, service providers will be responsible for the following activities: development of summer work sites in public and/or private sector, orientation of work site supervisors and participants, completing work site agreements between worksite and service provider, maintenance of participant timesheets, monitoring work sites and documenting work activities, payment of youth work experience wages at no less than the federal minimum wage rate, completion of I-9 and W-4 forms with participants, issuing W-2 forms at the end of each year. Service providers will be reimbursed for costs incurred for the development, oversight, and implementation of this element, as well as the costs to provide overall monitoring of summer employment programs if this

component is provided.

- **Adult Mentoring:**

This element may be made available to participants as a means of career exploration and personal development. Service providers will be responsible for identifying adult mentors who are interested in the advancement of youth in the community.

Adult mentoring activities may include:

- 1) Job shadowing and guidance provided by an adult to assist the participant in increasing his/her academic performance;
- 2) Goal-setting;
- 3) Support meetings to increase the motivation of the youth served;
- 4) Career exploration assistance;
- 5) World of Work and social skills improvement.

- **Leadership Development:**

Leadership development opportunities for youth may be proposed and could include:

- 1) Exposure to post secondary educational opportunities;
- 2) Community and service learning projects;
- 3) Peer-centered activities, including peer mentoring and tutoring;
- 4) Organizational and team work training, including team leadership training;
- 5) Training in decision-making, including determining priorities;
- 6) Citizenship training, including life skills training such as parenting, work behavior training, and budgeting of resources;
- 7) Employability skills improvement; and
- 8) Positive social behaviors, often referred to as soft skills, may include, but are not limited to, the following: Positive attitudinal development; self-esteem building; cultural diversity training, and work simulation activities.

- **Comprehensive Guidance and Counseling:**

This element provides eligible youth with intensive guidance and counseling related to career exploration, personal counseling, drug and alcohol abuse counseling, financial counseling, and goal setting. Specialized counseling and services may be conducted through a referral to an appropriate organization or counselor experienced in counseling and guidance in the particular area of concern. This may be an ongoing activity throughout the duration of services and follow-up. Funding may be accessed through Title I of the Workforce Investment Act if other sources of funding are not available to provide such a service. Service Providers should relay any identified need for these services to a participant's Career Specialist so that they can be referred for this service.

- **Supportive Services:**

Supportive services are defined as those services necessary to assist youth to participate in a WIA Program and to be successful in achieving their goals. Supportive services will be made available based on the needs of the individual if other sources of funding or services are not available to assist. It is the responsibility of a service provider to make participants' Career Specialists aware of the need for supportive services. Supportive services will be made available, consistent with Board policy, and may

include:

- 1) Linkages to community services;
- 2) Assistance with transportation costs (may not include transportation to work);
- 3) Assistance with child care and dependent care costs;
- 4) Assistance with housing cost;
- 5) Referral for medical services; and
- 6) Assistance with uniforms or other appropriate work attire and work-related tool costs, including such items as eyeglasses and protective eye gear.

- **Follow-up Services for Youth:**

Follow-up services may include one or more of the following activities:

- 1) Leadership development and supportive service activities listed above;
- 2) Regular (weekly) contact with a youth participant's employer, including assistance in addressing work-related problems that arise;
- 3) Assistance in securing better paying jobs, career development and further education;
- 4) Work-related peer support groups;
- 5) Adult mentoring;
- 6) Tracking the progress of youth in employment after training.

All WIA youth participants must receive follow-up services for a minimum duration of twelve (12) months after program exit. WIA staff will be responsible for conducting follow-up services after contract period ends.

### **XIII. OTHER PROGRAM COMPONENTS**

- **Recruitment:** Service Providers are responsible for recruitment of eligible youth applicants. The target group will consist of out-of-school youth between the ages of 17 - 21 who are low-income and high school graduates that are basic skills deficient, unemployed, or underemployed or are dropouts.

Out-of-school youth may be either high school graduates or dropouts. Recruitment methods must be developed to successfully target these youth.

- **Intake/Eligibility Determination:** Under the WIA legislation, all youth must meet eligibility as defined in the “Eligible Youth” section of this RFP. Registration includes income determination. (WIA staff will complete eligibility determination and registration of youth recruited by the Providers.)
- **Orientation:** All participants must receive an orientation and be provided information on the full array of WIA youth services that are available. (WIA staff will provide this orientation.)
- **Assessment:** Each youth participant shall be provided with an objective assessment of his/her academic skills, employment skills, and supportive service needs. This includes a review of educational skill levels, occupational skills, prior work experience, employability, interests, aptitudes, and supportive service needs. The goal is to accurately evaluate the youth in order to develop an appropriate service strategy to meet his/her individual needs. (WIA staff will conduct this assessment.)
- **Pre-Program Testing/Progress Testing/ Post Testing:** Only standardized tests or criterion-referenced tests may be used for pre-program testing, progress testing and post testing. Program Providers and/or referral sources will be required at specific intervals to test for progress to document skills attainments and learning gains.
- **Individual Employment Plan:** An individualized, written plan of long and short-term goals (that includes needed educational, employment related and personal support services) must be developed and maintained for each participant. This plan is referred to as an Individual Employment Plan (IEP). Information obtained from the assessment is used to develop this plan. The IEP is used to track services to be delivered and/or coordinated and should be reviewed and updated as changes occur. (WIA staff will complete the IEP.)
- **Academic Requirements:** In order to assist participating youth in both academic and occupational success, services must have a strong emphasis on skill gains in reading and math computation skills and English language literacy skills. The target population to be served includes youth who are basic skills deficient defined as functioning below the 8<sup>th</sup> grade level. All programs must provide academic services to assist in skills gains for basic skills deficient youth. Assessment instruments must be utilized to show skill level gains. There are a variety of strategies that may help youth attain academic skills. The following are examples:
  - W Instruction leading to high school diploma or GED;
  - W Basic skills instruction leading to grade or skill level increase, including English for Speakers of Other Languages;
  - W Preparation for entry into post-secondary education;
  - W Project-based learning with learning objectives tied to academic competencies;
  - W Community and Service Learning; and
  - W Tutoring and/or Study Skills leading to educational success.
- **Employer Connections:** Strong, effective connections to employers are essential in the creation of a system of providers that can effectively assist youth to become highly skilled and employable.

Bidders are being asked to demonstrate meaningful employer connections. These connections should lead to placements in employment as well as meaningful exposure to the world of work with measurable skill increases.

Career development experiences should demonstrate meaningful employer involvement. These may be described as structured, supervised, contextual world-of-work experiences, with documented learning outcomes. Work-based learning experiences are those that take place in the context of actual work environments, linked to learning outcomes, developed with employer input, aligned with industry-specific skill standards and competencies, and based upon labor market information.

Employment-related activities can include subsidized or unsubsidized work experiences; internships; job shadowing; exposure to various aspects of industry; job search assistance, placement and retention; project-based learning; career mentoring; service learning; occupational skill training; and employment opportunities directly linked to academic and occupational goals.

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

- **Best Practices:** National research identifies the following elements of effective practice, and bidders are encouraged to exemplify the following principles in the delivery of services to youth: Relationships that maintain continuity of contact with caring adults; strong connections to employers; a variety of contextual educational options for skill/competency gains or academic learning through practical application; opportunities for leadership and decision-making; positive peer support; opportunities for post-secondary education; opportunities for meaningful service to others; and follow-up support over a sustained period.

#### **XIV. PROGRAM OUTCOMES AND PERFORMANCE MEASURES**

The Workforce Investment Act requires a comprehensive performance accountability system to assess the effectiveness of States and Local Areas in achieving continuous improvement of workforce investment activities funded under Title I of the Act. The intent of continuous improvement is to optimize the return on investment of Federal funds in statewide and local workforce investment activities.

The Act specifically mandates youth core indicators of performance. Recently common measures were added that will eventually replace core measures. Until WIA is reauthorized, both sets of youth measures must be met. There are specific youth core indicators of performance and two additional customer satisfaction measures that have existed since WIA began. Three new common performance measures have been added to these core measures. Some of the measures may seem to be redundant because of the addition of common measures that may be similar but calculated differently. The combined core and common performance measures are:

#### **WIA YOUTH PERFORMANCE MEASURES (Core and Common)**

- 1) Numeracy and Literacy Gains (Math and Reading) if Basic Skills Deficient
- 2) Skill Attainment Rate

- 3) Attainment of a High School Diploma or equivalent if a dropout;
- 4) Attainment of a degree or certificate or recognized credential relating to achievement of occupational skills;
- 5) Placement in employment and/or post secondary education;
- 6) Entered Employment Rate
- 7) Retention in unsubsidized employment for at least nine months;
- 8) Earnings gain in unsubsidized employment six months after entry into employment;
- 9) Employment and Credential Rate

The WIA youth core customer satisfaction performance indicators are:

- 1) Participant Customer Satisfaction (determined through participant post exit follow up conducted by the University of Memphis)
- 2) Employer Customer Satisfaction (determined through participant post exit follow up conducted by the University of Memphis)

## **XV. REQUIRED LEVELS OF PERFORMANCE**

<b>Required Levels of Performance for Youth Contractors</b>	<b>Rate</b>
Entered Employment Rate	80%
Employment Retention Rate (6 months after placement)	85%
Earnings Change (2 <sup>nd</sup> + 3 <sup>rd</sup> quarters after exit)	\$3500
Attainment of a Degree or Certificate	75%
Placement in Employment or Education	80%
Skill Attainment Rate	80%
Numeracy and Literacy Gains	75%
Youth Diploma or Equivalent Rate	75%
Employment and Credential Rate	80%
Participant Customer Satisfaction Rate	80%
Employer Customer Satisfaction Rate	80%

The **customer satisfaction rates** will be measured when customers exit the system. They will be contacted regarding their satisfaction with program services and activities. This data will be collected at both the local and state levels.

## **XVI. PROPOSAL REVIEW PROCESS**

The proposal review process will include the following steps to ensure that the procurement system meets audit standards:

1. Proposals shall be reviewed initially by the Administrative Entity to eliminate those that are clearly non-responsive to the stated requirements. Therefore, applicants should carefully follow the instructions and Proposal Format.
2. A detailed evaluation of each proposal will follow the initial examination. Proposals will be reviewed for costs that are reasonable, allowable, necessary, and competitive as measured by a review of the line item budget, the program design, and comparison to all other applicants.
3. Additional information may be requested at any time throughout the process.
4. All proposals submitted will be reviewed, scored and ranked according to the listed evaluation criteria by an Ad Hoc Proposal Review Committee of the Youth Council composed of members with no connection to any proposal.
5. The Ad Hoc Committee will present recommendations to the Youth Council.
6. The Administrative Entity will then meet with all recommended applicants to align funding requests with available grant funds. Funding recommendation reports will then be prepared for consideration by the WIB.
7. Recommendations of the Youth Council will be presented to the WIB.
8. The Administrative Entity then conducts official contract negotiations and executes contracts with applicants approved by the WIB.

## **XVII. TERMS AND CONDITIONS**

The Alliance for Business and Training reserves the right to accept or reject, wholly or in part, any or all proposals submitted. Only completed Requests for Proposals (RFP's) will be considered for funding. A completed RFP will thoroughly respond to all questions and will include all required documentation. Service providers must be recommended by the Youth Council and approved by the Workforce Investment Board. Providers selected for funding under this request for proposal may be eligible for program extensions dependent upon performance and availability of funds.

The Alliance for Business and Training, Youth Council and/or Workforce Investment Board reserve the right to request additional information to amplify, clarify, or support proposals. They also reserve the right to conduct an on-site pre-award survey of the applicant's facilities, including an on-site review of the applicant's administrative and programmatic delivery system. The proposing agency will be contacted in advance of such a visit and the proposing agency will be expected to have at least one staff member available to respond to questions. As part of the pre-award survey and evaluation process, performance data from other jurisdictions and funding sources may be requested regarding the applicant's ability to meet planned goals and funding requirements.

An agency applying under this RFP must be willing to submit revisions to its proposal and to adapt the project to specific funding guidelines or changes in WIB Policies and/or Local, State, or Federal policies and regulations. Proposals may be negotiated prior to a contract being awarded.

## **XVIII. CONTRACT AWARD**

Contracts shall be awarded on the basis of the best interest of the program in terms of price, content, and other factors considered in the RFP. All costs shall be valid, real, necessary, reasonable, allowable, properly allocated and not defective or fraudulent.

All contracts will be written as cost reimbursement and shall be enforced as performance agreements and negotiated to determine reasonableness of cost and ability of applicant to deliver specified services. All proposals must contain a line item budget that must be in sufficient detail to justify all costs to program activities and shall include a cost allocation plan for any joint and/or shared cost

All applicants awarded contracts under this Request for Proposal will be required to attend training on Workforce Investment Act methods, approved tools, tracking systems, and documentation methods including but not limited to:

- WIA Youth Management Information System (MIS) Procedures
- WIA Financial and Accounting Procedures
- WIA Youth Performance Measures
- Other Capacity Building Activities for Contractors

## **XIX. PERIOD OF CONTRACT PERFORMANCE**

The period of contract performance will vary from contract to contract due to the various lengths of training programs proposed. Contracts periods will be awarded for a period of time that includes recruitment activities, actual training services, and placement services. However, the specific occupational skills training portion of the program may not exceed twelve months.

The Northeast Tennessee Workforce Investment Board, in cooperation with the Alliance for Business and Training, reserves the right to extend a contract. Demonstration of performance will be the primary criterion for extension of a contract. Considerations in granting a contract extension will include the meeting or exceeding of required performance goals, quality of service that has been provided, timeliness of start-up and meeting of delivery schedules, level of customer satisfaction, and cost projections.

All WIA youth participants must receive follow-up services for a minimum duration of twelve (12) months after participation. WIA staff will assume responsibility for follow-up services required after program exit.

## **XX. OUT-OF-SCHOOL YOUTH RFP PLANNING TIMELINE**

<b>Planned RFP and Contract Award Process</b>
RFP Development Process – November 2006
Post/Issue RFP – November 2006
Proposal Submissions Due – OPEN
Formal Review of Proposals Received –

Review of Available Funding –
Youth Council Review/Recommendation –
Initiation of Negotiations –
WIB Recommendation –
Providers Approved –
Execution of Contract(s) –

**XXI. REQUEST FOR PROPOSAL FORMAT**

**LWIA 1 OUT-OF-SCHOOL YOUTH TRAINING AND EMPLOYMENT PROGRAM**

*(Refer to applicable sections of this RFP for further explanation of each requested item.)*

**A. DATE:**

**B. APPLICANT:**

**What is the organization name and complete address of the fiscal applicant?**

**C. CONTACT PERSON, TITLE, AND PHONE NUMBER:**

**D. PROPOSED TRAINING PROGRAMS, LOCATIONS, AND NUMBERS TO BE SERVED:**

**Please list all proposed training programs, the specific site(s) for each training program and the number of youth participants you are proposing to serve in each training program:**

**E. AMOUNT OF FUNDING REQUESTED:**

**Please indicate the total amount of funding requested.**

**F. SUMMARY OF PROPOSAL:**

**Please provide a one-page summary of your proposal.**

**G. BACKGROUND OF AGENCY:**

**Provide evidence that the organization has the capability and commitment to operate a program that will achieve the required participant outcomes. Describe the organization’s experience and performance in providing training programs. Also describe any experience in serving youth.**

**H. COLLABORATION AND PARTNERING EFFORTS:**

**Describe, in detail, any coordination and/or partnering efforts that may be associated with this**

grant proposal. Explain how the collaborative was formed, the services each partner will provide, and how information will be shared. Detail all coordination efforts, any combined funding, and any referral processes. Include property, staff, services, facilities, and other in-kind contributions, if applicable.

**I. JUSTIFICATION FOR PROPOSED TRAINING:**

Please justify the need for the training programs you are proposing. Provide background information and documentation to support that all proposed training programs are in high-demand occupations in LWIA 1. Include estimated number of regional job openings and prevailing wages for the region. Include specific employer openings if training program was developed in response to one or more employer's current needs.

**J. TRAINING PROGRAM DESIGN:**

Provide a comprehensive, detailed curriculum narrative for each proposed training program. Explain how the curriculum for the proposed training program(s) was developed. Include any input from industry employers and how it was incorporated. Describe skills to be learned and skill standards to be obtained and how they will be measured. Explain training evaluation criteria and requirements for training completion. Include the credential that will be obtained upon completion of training program. Include any Work Readiness training that will be provided. Also explain how individual basic skills deficiencies and/or lack of a high school diploma will be addressed.

**K. RECRUITMENT:**

Describe in detail your process for outreach and recruitment of eligible out-of-school youth. Include any referral sources that will be utilized.

**L. PARTICIPANT ASSESSMENT:**

Describe planned efforts for any pre-testing that will be conducted prior to training. Explain any required levels or prerequisites to enter training program(s) proposed. Address how eligible youth could obtain these levels or prerequisites if they do not presently meet them. Also describe planned progress testing and/or post testing that will be used.

**M. PARTICIPANT ATTENDANCE AND PROGRESS:**

Explain the methods that will be used to record time and attendance of participants. Detail the procedures for measuring participant progress. Explain how this information will be relayed to the participants' AB&T Career Specialists and at what intervals.

**N. PROGRAM GOALS AND OBJECTIVES:** List and describe each planned program goal and objective and how each will be measured. Program goals and objectives must include, at a minimum, the required program performance outlined in the RFP. Include goals for number to be served, number to be trained in each proposed training program, percent to be placed, wage rate at placement, anticipated wage rate six months after placement, percent to attain basic skills,

percent to attain a GED, etc.

**O. REQUIRED PROGRAM PERFORMANCE AND OUTCOMES:**

**Explain what methods will be used to meet all required levels of performance for the proposed program. Explain how each of the required levels of performance for training completion, attainment of a credential, skill attainments, numeracy and literacy gains, placement rates, and wage rates will be ensured.**

**P. PLACEMENT:**

**Describe the employment opportunities that are available upon completion of training. Detail the methods that will be used to ensure that all trained youth will obtain full time employment upon completion of training. Include the primary job openings for each training program and include any employer agreements you may have in place to hire these youth. Also describe the employment opportunities that will be available to those who enter the training programs but do not complete and the methods that will be used to place them.**

**Q. PROGRAM STAFF:**

**Describe the role, responsibilities, and qualifications of each staff person or portion of each staff person devoted to this program.**

**R. FINANCIAL SYSTEMS:**

**Describe your financial systems to demonstrate fiscal control and accounting procedures that are generally accepted accounting principles. Financial systems shall include effective internal controls to safeguard assets and assure their proper use.**

**S. PROGRAM BUDGET:**

**Provide a budget narrative for the operation of your proposed program that supports the amount of money requested.**

**T. REQUIRED ATTACHMENTS:**

- 1) Completed Budget Request Forms (Attached)**

**Note that there does NOT have to be an amount for each line item listed in the provided budget forms. There are categories listed that your specific program may not plan to use. Use other to include a line item for anything not specified in the forms.**

- 2) Curriculum Outline(s) for Proposed Training Program(s)**

- 3) Signed Letter(s) of Commitment from the agency signatory**

**attesting that, if awarded the contract, the applicant can and will provide the proposed services.**

# **ALLIANCE FOR BUSINESS AND TRAINING**

## **WIA Out-School Youth Program**

## Summary Budget Request

Agency Name: \_\_\_\_\_

<b>Category:</b>	<b>Request</b>	<b>In-Kind Contribution*</b>	<b>Total</b>
<b>1. Personnel – Salaries, Benefits</b>			
<b>2. Staff Travel/Transportation</b>			
<b>3. Building Space</b>			
<b>4. Utilities – Phone, Electric, Other</b>			
<b>5. Postage/Printing</b>			
<b>6. Materials/Supplies –</b>			
<b>7. Participant Supportive Services – N/A</b>			
<b>8. Participant Wages -</b>			
<b>9. Training Expenses -</b>			
<b>10. Other Expenses – Participant Recruitment, Recognition, Incentives, etc.</b>			
<b>11. Total Budget</b>			
<b>12. Number of New Participants to be Served</b>			
<b>13. Cost per Participant (Number of new Participants Served Divided by Total Budget)</b>			

**\* In-Kind Contributions are not required but will be considered if specified in the program design.**

# ALLIANCE FOR BUSINESS AND TRAINING

WIA Out-of-School Youth Program

Budget Request – Personnel / Transportation

Agency Name: \_\_\_\_\_

<b>Personnel/Salaries/Benefits</b>	<b>Cost</b>
1.	
2.	
3.	
4.	
5.	
<b>Total Salaries/Benefits</b>	
<b>Staff Travel/Transportation</b>	<b>Cost</b>
1.	
2.	
3.	
4.	
5.	
<b>Total Transportation</b>	

<b>Grand Total Salaries, Benefits &amp; Transportation</b>	
--	--

## ALLIANCE FOR BUSINESS AND TRAINING

WIA Out-of School Youth Program  
 Budget Request – Building Space/Utilities

Agency Name: \_\_\_\_\_

<b>Building Space</b>	<b>Total Cost</b>
1.	
2.	
3.	
4.	
5.	
<b>Total Cost of Space</b>	
<b>Utilities</b>	<b>Total Cost</b>
1.	
2.	
3.	
4.	
5.	

<b>Total Cost of Utilities</b>	
<b>Grand Total Space and Utilities</b>	

# ALLIANCE FOR BUSINESS AND TRAINING

WIA Out-of School Youth Program

Budget Request – Postage/Printing and Materials/Supplies

Agency Name: \_\_\_\_\_

<b>Postage/Printing</b>	<b>Total Cost</b>
1.	
2.	
3.	
4	
<b>Total Cost of Postage/Printing</b>	
<b>Materials/Supplies</b>	<b>Total Cost</b>
1. General Supplies	
2. Instructional Materials (Optional)	
3. Assessment Instruments (Formal assessment of aptitudes and interests is required)	
4	

5.	
<b>Total Cost of Materials/Supplies</b>	
<b>Grand Total Postage/Printing and Materials/Supplies</b>	

## ALLIANCE FOR BUSINESS AND TRAINING

WIA Out-of School Youth Program

Budget Request – Participant Supportive Services/Participant Wages

Agency Name: \_\_\_\_\_

<b>Participant Supportive Services</b>	<b>Cost</b>
1. Transportation	
2. Child Care	
3. Medical, Dental, Optical, etc.	
4. Work Attire/Interview Attire	
5. Safety Equipment	
6. Specialized Counseling Services	
7. Other	
8. Other	
<b>Total Cost of Participant Supportive Services</b>	

<b>Participant Wages</b>	<b>Cost</b>
1.	
2.	
<b>Total Cost of Participant Wages</b>	
<b>Grand Total Participant Support and Wages</b>	

## **ALLIANCE FOR BUSINESS AND TRAINING**

WIA Out-of School Youth Program

Budget Request – Training/Other Expenses

Agency Name: \_\_\_\_\_

<b>Training</b>	<b>Cost</b>
1. Occupational Skills (tuition, fees and associated training costs)	
2. CPR Training (through American Red Cross or American Heart Association)	
3.	
4.	
5.	
<b>Total Cost of Training</b>	
<b>Other Expenses</b>	<b>Cost</b>
1. Participant Recruitment	

2. Participant Recognition	
3. Participant Incentives – *If offered, Specific criteria for incentives must be detailed in proposal and be pre-approved.	
4.	
5.	
<b>Total Cost of Other Expenses</b>	
<b>Grand Total Training/Other Expenses</b>	

**APPENDIX**

## **EVALUATION CRITERIA**

In response to this RFP, each proposal received which meets minimum requirements will be evaluated and scored based on the criteria in the following categories:

- *Proposal Completeness*
- *Proposal Content*
- *Training Program Design*
- *Budget and Cost Reasonableness*
- *Outcomes*
- *Demonstrated Ability*
- *Collaboration, Partnerships, and Linkages*

### **Proposal Completeness – 10 points**

- Were proposal instructions followed?
- Does proposal contain all required information?
- Are all requested attachments included?

### **Proposal Content – 15 points**

- Is proposal narrative clear, concise, and logical?
  - What is the ease and feasibility of implementation?

- Does the overall proposal address identifiable and verifiable needs?
- Does the proposal adequately address all applicable elements?
- Does the proposal effectively address assessment and progress testing procedures?
- Is overall design of program consistent with the RFP?
- Are the methods used to record attendance and progress adequate?
- Does proposal adequately address job placement?
- Have the roles and job duties of all intended staff been addressed sufficiently?
- Have Best Practices been replicated?

### **Training Program Design – 20 points**

- Do occupational training opportunities meet labor market demand?
- Was training program(s) developed in response to specific employer needs?
  - Does the proposed program design meet the specified WIA criteria?
  - What is the quality of the overall service design and delivery plan?
  - What is the likelihood that training will lead to a credential?
  - Are Numeracy and Literacy Gains and attainment of GED adequately addressed?
  - Does the program design incorporate innovative strategies to serve youth?
  - Does the program design replicate effective strategies and best practices?
  - Will training program lead to placement at a self-sufficient wage?
  - How will services be provided?
  - What credential will be completed through proposed training?

### **Budget and Cost Reasonableness – 15 points**

- Does the budget narrative adequately explain all requested funding?
- Are the budget sheets accurate, clear and complete?
- Is the cost of the proposed program fair and reasonable?
- Are all costs justified?
- Are all costs allowable under WIA?
- Does the program design support all proposed costs?
- Are staff salaries competitive?
- Is the individual cost per participant reasonable?
- Have other funds or funding sources been leveraged to offset costs?

### **Outcomes – 20 points**

- Do planned outcomes meet all WIA criteria outlined in the RFP?
- Is the proposed number of youth to be served reasonable and attainable?
- Are the planned youth recruitment strategies effective?
- Is the training proposed in a high-demand occupation?
- Will the type of training proposed lead to a self-sufficient wage?

- Will the intended industry of placement offer potential for advancement?
- Does the intended industry of placement have a high demand all year?
- Does evidence exist to support attainment of all required performance levels?
- Do the proposed goals and objectives exceed those outlined in the RFP?
  - What is the likelihood to achieve all planned outcomes for youth?

### **Demonstrated Ability – 10 points**

- Does the applicant demonstrate an overall history of success?
- Does the applicant demonstrate a history of success with youth?
- Does the applicant have experience providing successful training programs?
- Does applicant have experience in developing employer-specific training programs?
- Does the applicant have experience in job development and placement?
- How well does the applicant demonstrate the ability to effectively execute contract management responsibilities?
  - Are the qualifications of the program staff sufficient to operate the program?

### **Collaboration, Partnering and Linkages – 10 points**

- Is there coordination with other entities to provide a cost effective proposal?
- Have planned recruitment strategies utilized available resources for targeted youth?
- Does the proposal include effective methods to develop effective employer linkages?
- Has employer input been obtained and used to develop the training program(s)?
- Do the proposed activities involve private sector businesses in a collaborative manner?

## **DEFINITIONS**

***Administrative Entity*** – The agency that is selected by the local elected officials to administer WIA Title I funds.

***Allowable Costs*** – Those costs that are necessary, reasonable, allocable, and allowable under applicable Federal, State, and local law for the proper administration and performance of services to participants.

***Basic Skills Deficient*** – An individual who has English reading, writing, or computing skills at or below the eighth grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.

***Career Center*** – Centers established across the state of Tennessee for the provision of WIA services. Career Centers house WIA staff, Tennessee Department of Labor and Workforce Development staff, and numerous other Career Center Partners. Each Career Center has a comprehensive resource room with access to training information, local labor market information, and job openings. Career Centers serve adults, dislocated workers, youth, and employers.

**Career Specialist** – Career Center staff who provides participant case management services.

**Cost Reimbursement Contract** – An agreement format that provides for the reimbursement of all allowable costs that have been identified and approved in the contract budget. Contractors must maintain the documentation necessary to support the costs.

**Credential** – A nationally recognized degree or certificate or recognized educational credential as described by either the Tennessee Department of Education or Tennessee Higher Education Commission. Credentials include a high school diploma, GED, or other recognized equivalent, post secondary degrees/certificates, licensure, or industry-recognized certificates, degrees, transcripts, or any other papers generally taken to signify completion of an education goal at an institution certified as an Eligible Training Provider.

**Demand Occupation** – An occupation with projected positive job growth or job replacement ratios within 12-24 months, according to the best available sources of state/local labor market information and according to needs identified by local employers.

**Dropout** – An individual no longer attending school and who has not received a high school diploma or GED.

**Eligible Youth** – A youth under the age of 22 that meets requirements of low income and is a high school graduate who is basic skills deficient, unemployed or underemployed or is a dropout.

**Follow-Up Services** – A required, planned, organized activity wherein regular contact is maintained with all youth (and/or employer of youth) who exit the program. All youth exiting a WIA training activity must receive a minimum of 12 months follow-up services beyond program exit.

**In-Kind Contribution** – The value of services that are provided by the Contractee at no cost to the Grantor when other funds are being used to support program activities.

**Local Workforce Investment Area (LWIA)** – Geographical local labor market areas designated by the Governor that possess resources readily available to effectively administer activities carried out in the geographical area and are served by post secondary educational institutions and vocational schools.

**Lower Living Standard Income Level (LLSIL)** – A level of income (adjusted for regional, metropolitan, urban, and rural differences and family size) determined by the Secretary of Labor, based on the most recent lower living family budget issued by the Secretary, used in determining low income status if individual receives yearly income less than 70% of LLSIL.

**Monitoring** – The process of observing and/or reviewing performance which may include on-site observation, review of paperwork and files, interviews with staff or participants, telephone conversations, and formal evaluation of compliance elements.

**Out-of-School Youth** – An individual who is under the age of 22 and has either gained a high school diploma or is a dropout and is not currently participating in GED preparation program.

**Placement** – Refers to placement into an unsubsidized full time job.

**Registration** – Process of determining and verifying eligibility for a WIA Program. A youth must be registered before participating in any program.

**Self-Sufficient Wage** – A wage that provides personal and economic independence from public assistance for the basic needs of food, clothing, shelter, and medical care. Self-Sufficient Wage is a wage higher than the Lower Living Standard Income Level (LLSIL).

**Supportive Services** – Services which are necessary to enable an individual to participate in a Workforce Investment Act Program. Such services may include counseling, transportation, childcare, work clothing, safety equipment, etc.

**Work Readiness** – Activities that help prepare customers for work by assuring that they are familiar with general workplace expectations and can exhibit work behaviors and attitudes necessary to compete successfully in the labor market.

**Workforce Investment Act (WIA)**, P.L. 105-220, 29 USCA. Replaced the Job Training Partnership Act (JTPA) in providing employment, training, and supportive services to assist eligible individuals to become gainfully employed and self-sufficient.

**Workforce Investment Activity** – An employment, training, and/or youth activity that results in the increase of employment, retention, earnings, and occupational skill attainment.

**Workforce Investment Board (WIB)** – A board established to set policy for the portion of the statewide workforce investment system within the local area.

**Youth Council** – A team of community leaders who serve as a standing subcommittee to the Local Workforce Investment Board and work together to develop a regional vision for youth across the five county area of Local Workforce Investment Area 1.

## **YOUTH COUNCIL VISION, MISSION AND GUIDING PRINCIPLES**

### **Youth Council Vision:**

**YES! Youth Employed Successfully!**

### **Youth Council Mission:**

- A system that empowers all youth with the necessary academic, employment and life skills to

match regional and global labor market needs with 21<sup>st</sup> century jobs.

**Youth Council Guiding Principles:**

- A system focused on attainment of a high school diploma or equivalent for all youth.
- A system that fosters development of responsible, productive citizens.
- A system dedicated to the success of young people.
- A system designed with youth as partners.
- A system that includes an emphasis on out-of-school youth.
- A system that is locally driven.
- A system of committed partners.
- A system responsive to business needs.
- A system built on promising practices.
- A system committed to continuous improvement.

**SECRETARY’S COMMISSION ON ACHIEVING NECESSARY SKILLS (SCANS) FOUNDATION SKILLS**

**Basic Skills:** Reading, Writing, Arithmetic, Mathematics, Listening, Speaking.

**Thinking Skills:** Creative Thinking, Decision Making, Problem Solving, Seeing Things in the Mind’s Eye, Knowing How to Learn, Reasoning.

**Personal Qualities:** Responsibility, Self-Esteem, Social Skills, Self-Management,

Integrity/Honesty.

**Resources:** Allocates Time, Allocates Money, Allocates Material and Facility Resources, Allocates Human Resources.

**Information:** Acquires and Evaluates Information, Organizes and Maintains Information, Interprets and Communicates Information, Uses Computers to Process Information.

**Interpersonal:** Participates as a Member of a Team, Teaches Others, Serves Clients/Customers, Exercises Leadership, Negotiates to Arrive at a Decision, Works with Cultural Diversity.

**Systems:** Understands Systems, Monitors and Corrects Performance, Improves and Designs Systems.

**Technology:** Selects Technology, Applies Technology to Task, Maintains and Troubleshoots Technology.

## **SAMPLE CONTRACT**

CONTRACT FOR TRAINING SERVICES  
BETWEEN  
ALLIANCE FOR BUSINESS AND TRAINING

AND

—  
UNDER THE  
WORKFORCE INVESTMENT ACT of 1998

This contract is entered into between the Alliance for Business & Training, Inc. (AB&T), and \_\_\_\_\_, hereinafter referred to as the “Contractee.”

WHEREAS, the Workforce Investment Act (WIA) was passed for the provision of establishing programs to prepare youth and unskilled adults for entry into the labor force and to afford job training to the economically disadvantaged and other individuals facing serious barriers to productive employment as authorized under Public Law 105-220, dated August 7, 1998, et. Al., and

WHEREAS, Alliance for Business and Training, Inc., is designated as Administrative Entity, and is authorized to contract with other agencies for programs and services contemplated by the Act and to disburse funds for such purposes.

In consideration of the mutual promises and conditions herein contained, the parties of the Contract agree to the following:

**SECTION 1. *Contents:*** The following lists the contents of this contract, including attachments, and number of pages of each section. All attachments for this contract and these by reference, herein, become a part of this contract.

- Contract..... consisting of \_\_\_\_ pages.
- Attachment I..... Program Narrative consisting of \_\_\_\_ pages.
- Attachment II.....Budget Document consisting of \_\_\_\_ pages.

**SECTION 2. *Purpose:*** The parties agree that the Contractee shall serve approximately \_\_\_\_\_ Workforce Investment Act (WIA) eligible individuals in accordance with the provisions of this Agreement. Total cost will be adjusted based on actual number of participants served.

**SECTION 3. *Compensation:*** In no event shall the liability of AB&T under this Contract exceed \_\_\_\_\_ unless modified in accordance with provisions contained herein.

**SECTION 4. *Term:*** The term of this Contract shall be from \_\_\_\_\_ through \_\_\_\_\_ unless sooner terminated in accordance with the provisions hereinafter set out. AB&T shall have no obligation for services rendered by the Contractee, which are not performed within the specified contract period.

**SECTION 5. *Effective Date:*** This contract shall not be binding upon the parties until it has been signed by the Contractee and the authorized representative(s) of the Alliance for Business and Training and has been approved by the appropriate AB&T officials in accordance with applicable State laws and regulations. When it has been so signed and approved, this contract shall be effective as of the first date written above and costs may be incurred beginning with that date.

**SECTION 6. *Provisions:*** The Contractee agrees to:

(a) Deliver services in accordance and compliance with:

- (1) the applicable provisions of the Workforce Investment Act, and all applicable rules, regulations, directives, instructions, and policies promulgated or issued pursuant thereto by the U.S. Government or by the State; and
- (2) all applicable federal, state and local laws, rules and regulations; and
- (3) the Governor's Coordination and Special Services Plan; and
- (4) the State's Financial Management Handbook; and
- (5) the approved local WIA Plan; and
- (6) approved WIB policies for LWIA 1; and
- (7) any future amendments made to (a) (1) through (6) above

(b) Comply with all reporting requirements in the manner specified by the State and under all applicable laws, rules, regulations and instructions, and to account for all funds expended by the Contractee pursuant to this Contract.

(c) Perform all services and comply with all conditions contained in the program narrative attached to this contract and identified as Attachment "I." Such attachments are incorporated in and made a part of this Contract by reference; however, if the provisions of the program narrative conflict with this Contract, this Contract shall control.

**SECTION 7. Modification of Contract:** This Contract may be modified only by a written agreement executed by the parties and their signatories hereto in accordance with applicable Tennessee State laws and regulations.

**SECTION 8. Extension of Contract:** In the event that monies are available, participant needs are defined, and contract performance and outcomes are satisfactory, a contract extension for the continuation of participant services may be considered with Workforce Investment Act funds. However, in no case, does this contract obligate funds beyond the period of this contract.

**SECTION 9. Termination of Contract:** This contract may be terminated for convenience or cause, or due to changes in funding.

**Termination for Convenience:** Either party may terminate this contract at any time, with or without cause, upon thirty (30) days written notice to the other party. Contractee shall be entitled to receive equitable compensation for authorized services satisfactorily completed or in process as of the termination date.

**Termination for Cause:** If the Contractee fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractee violates any of the terms of this Contract, or of the Workforce Investment Act, or its regulations, AB&T shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for work completed in accordance with the Contract. The Contractee shall not be relieved of liability for repayment of amounts paid to or recovery of property received by the Contractee under this Contract or for damages or losses sustained by virtue of any breach of this Contract by the Contractee.

**Termination due to Funding:** Should funding for this contract be decreased or discontinued, AB&T shall

have the right to terminate the contract upon written notice to Contractee.

**SECTION 10. *Reimbursements to Contractee:*** The Alliance for Business & Training agrees to reimburse the Contractee for allowable costs incurred by the Contractee on a monthly basis. All payments made under this contract shall be limited by the amounts and categories of expenses outlined in the budget document incorporated herein as Attachment "II." However, upon approval from AB&T, funds may be transferred between line items, as appropriate, and according to WIA categorical funding limitations.

In the event the total payments exceed the expenses incurred by the Contractee or the budget estimates, the Contractee shall refund the difference to AB&T. The payment of the invoice by AB&T shall not prejudice AB&T's right to object to or question any invoice or matter in relation thereto. Such payment by AB&T shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

The Contractee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by AB&T, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. Invoices must be received no later than the 10<sup>th</sup> of the month following expenditures for the month. The Contractee must submit invoices for all payments due under this contract 30 days after the end of the contract period.

AB&T reserves the right to deduct from amounts which are or shall become due and payable to the Contractee under this or any Contract between the parties any amounts which are or shall become due and payable to AB&T by the Contractee.

**SECTION 11. *Procurement:*** If the other terms of this Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, such reimbursement shall be subject to the Contractee's compliance with applicable federal procurement requirements, and the determination of cost shall be governed by the cost principles set forth in Title 41 of the *Code of Federal Regulations*, Chapter 1, Part 31, Subpart 31.2 through Subpart 31.7, relative to public grants and property management.

The Contractee shall obtain prior approval from AB&T for equipment purchases in accordance with the State's Financial Management Handbook. Compensation for travel, meals or lodging shall be in the amount of actual cost to the Contractee, subject to the maximum amounts and restrictions contained in the Comprehensive travel regulations for the State of Tennessee.

**SECTION 12. *Ownership of Equipment:*** All merchandise and equipment as defined by the Financial Management Handbook purchased for WIA programs with funds provided by AB&T shall be deemed AB&T property and shall be for the exclusive use and benefit of WIA participants and approved WIA programs. Within seven (7) days of termination or cancellation of this contract, said merchandise and equipment shall be returned to AB&T. In no event shall property be retained by the Contractee without the express written consent of AB&T. In the event Contractee fails to return said property within the specified time period, AB&T shall have the right to withhold from Contractee's compensation the purchase price of said property.

**SECTION 13. Required Documentation:** The Contractee shall maintain adequate documentation and records pertinent to the Contract including documents and records to support all charges made against AB&T, all services performed under this Contract, and all property purchased in whole or in part with funds provided under this contract. All books, records, and documents shall be subject to audit upon reasonable notice by the U.S. Department of Labor, the Tennessee Department of Labor and Workforce Development, the State Comptroller's Office, and AB&T.

**SECTION 14. Maintenance of Records:** All records and documentation shall be maintained in accordance with generally accepted accounting principles and at no less than those recommended in the Accounting Manual for Recipients of Grant Funds in Tennessee, published by the State Comptroller of the Treasury. The Contractee agrees to retain all records pertinent to this Contract for a period of three years from the date of final payment under this Contract. Such records will be retained beyond the three-year period if any litigation or audit is begun or if a claim is instituted involving this Contract or services performed there under. In such instances, all records will be retained by the Contractee until the litigation or audit has been finally resolved.

**SECTION 15. Monitoring:** The activities and records of the Contractee conducted or maintained pursuant to this Contract shall be subject to monitoring and evaluation by AB&T, the State, the Comptroller of the Treasury, or their duly appointed representatives.

**SECTION 16. Progress Reports:** The Contractee shall submit brief, periodic, progress reports to AB&T, as requested.

**SECTION 17. Annual Report:** The Contractee shall prepare an annual report of its activities funded under this Contract, including audited financial statements, and submit within nine months after the close of the reporting period, a copy of such report to AB&T.

**SECTION 18. Public Notice:** All public notices, informational pamphlets, press releases, and similar notices released by the Contractee, pertaining to this contract, shall be approved by the State and shall include the following statement "This project is funded under an agreement with The Department of Labor and Workforce Development through the Alliance for Business and Training as the agent of the Northeast Tennessee Workforce Investment Board and Youth Council." The Contractee must also indicate in all notices that the program is an equal employment employer/ program and auxiliary aids and services are available upon request to individuals with disabilities.

**SECTION 19. Publicity:** Any publicity via news article or other source, obtained for the program outlined in this contract, shall clearly indicate that the Program is funded under an agreement with The Department of Labor and Workforce Development through the Alliance for Business and Training as the agent of the Northeast Tennessee Workforce Investment Board and Youth Council.

**SECTION 20 Nondiscrimination:** Section 188 of the Workforce Investment Act of 1998 (WIA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/ status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA

Title I-financially assisted program or activity. This applies to the Contractee's operation of the WIA Title I-financially assisted program or activity, and to all agreements the Contractee makes to carry out the WIA Title I-financially assisted program or activity. The Contractee understands the United States has the right to seek judicial enforcement of this assurance and may have to show proof of such non-discrimination and shall post notices of non-discrimination in conspicuous places available to all applicants, participants, and employees.

**SECTION 21. Conflict of Interest:** Except to the extent that the Contractee contracts with any state agency or institution for the services to be provided herein and unless the Contractee is an agency of the State of Tennessee, the Contractee warrants that no part of the contract amount provided for in this Contract shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, gifts, or otherwise in exchange for acting as officer, agent, employee, subcontractee, or consultant to the Contractee in connection with any work contemplated or performed relative to this Contract. The Contractee shall establish safeguards to prohibit employees, officers, agents or subcontractees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others with whom they have family, business, personal or other ties.

**SECTION 22. Nepotism:** Contractee warrants that no employee or participants, pursuant to this contract, who are relatives, shall be placed within the same direct line of supervision whereby one relative is responsible for supervising the performance of work activities for another relative. For purposes of this section, "relative" refers to husband, wife, parent, sister, brother, (including step-parent, step-sister, step-brother), aunt, uncle, cousin, grandparent.

**SECTION 23. Gratuities and Kickbacks:** It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal thereof. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a Contractor or subcontractor under Department of Labor contracts.

**SECTION 24. Public Accountability:** If this Contract involves the provision of services to citizens by the Contractee on behalf of the State, the Contractee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee agrees to display a sign stating:

"NOTICE: This Grantee is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please contact the State Comptroller's toll free hotline: 1-800-232-5454." Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public enters in order to receive Contract supported services.

**SECTION 25. *Assurances:*** The Local Workforce Investment Board has assured the Tennessee Department of Labor and Workforce Development that they will comply with the following assurances and by signing this contract, the Contractee provides the same assurances:

- A. The Contractee assures that it will establish, in accordance with the Section 184 of the Workforce Investment Act, fiscal control and fund accounting procedures that may be necessary to ensure the proper disbursement of, and accounting for, funds paid to the State through the allotments made under Sections 127 and 132, (112(b)(11).
- B. The Contractee assures that it will comply with section 184(a)(6), which requires the Contractee to, every two years, certify to the Governor, that —
- C. The Contractee will implement the uniform administrative requirements referred to in Section 184(a) (3);
- D. The Contractee will monitor local sub-contractors to ensure compliance with the uniform administrative requirements as required under Section 184(a)(4); and
- E. The Contractee will take appropriate action to secure compliance of sub-contractors pursuant to Section 184(a)(5). (§184(a)(6).)
- F. The Contractee assures that veterans will be afforded employment and training activities authorized in section 134 of the Workforce Investment Act, to the extent practicable.
- G. The Contractee assures that it will comply with the confidentiality requirements of section 136(f) (3).
- H. The Contractee assures that no funds received under the Workforce Investment Act will be used to assist, promote, or deter union organizing (§181(b)(7).)
- I. The Contractee assures that it will comply with the nondiscrimination provisions of section 188, including an assurance that a Methods of Administration has been developed and implemented (§188.)
- J. The Contractee assures that it will collect and maintain data necessary to show compliance with the nondiscrimination provisions of section 188. (§185.)

K. The Contractee assures that it will comply with the grant procedures prescribed by the Secretary (pursuant to the authority at section 189(c) of the Act), which are necessary to enter into grant agreements for the allocation and payment of funds under the Act. The procedures and agreements will be provided to the State by the ETA Office of Grants and Contract Management, the state will provide the same to the LWIB, and will specify the required terms and conditions and assurances and certifications, including, but not limited to, the following:

1) General Administrative Requirements:

29 CFR part 97 - Uniform Administrative Requirements for State and Local Governments (as amended by the Act)

29 CFR part 96 (as amended by OMB Circular A-133) - Single Audit Act OMB Circular A-87 - Cost Principles (as amended by the Act)

2) Assurances and Certifications:

SF 424 B- Assurances for Non-construction Programs

29 CFR part 31, 32 - Nondiscrimination and Equal Opportunity Assurance (and regulation)

29 CFR part 93 - Certification Regarding Lobbying (and regulation)

29 CFR part 98 - Drug Free Workplace and Debarment and Suspension Certifications (and regulations)

3) Special Clauses/Provisions:

Other special assurances or provisions as may be required under Federal law or policy, including specific appropriations legislation, the Workforce Investment Act, or subsequent Executive or Congressional mandates.

L. The Contractee assures that it will comply with Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.).

M. The Contractee assures that funds will be spent in accordance with the Workforce Investment Act regulations, written Department of Labor Guidance policies, and all other applicable Federal and State laws.

N. As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the Contractee assures that it will comply fully with nondiscrimination and equal opportunity provisions of the following laws:

1) Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination

on the basis of sex in educational programs.

O. The LWIA also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the LWIA's operation of the WIA Title I-financially assisted program or activity, and to all agreements the LWIA makes to carry out the WIA Title I-financially assisted program or activity. The LWIA understands that the United States has the right to seek judicial enforcement of this assurance.

**SECTION 26. Subcontracting:** The Contractee shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of AB&T unless the intended subcontracts were included in the program proposal, submitted and approved, and individual budgets from each partner were provided. If the Contractee is a State Agency, AB&T hereby grants the Contractee approval to enter into such subcontracts as are necessary and appropriate to the Contractee's program. If such subcontracts are approved by AB&T, they shall contain, at a minimum, sections of this Contract pertaining to Public Notice, Publicity, Discrimination, Conflict of Interest, Nepotism, Gratuities and Kickbacks, Public Accountability, and Assurances (Sections 18, 19, 20, 21, 22, 23, 24, and 25).

**SECTION 27. Liability:** AB&T shall have no liability under this Contract except as specifically provided herein. AB&T assumes no liability with respect to bodily injury, illness, death, and any other damages or losses, or with respect to any other claims arising out of any activity under this agreement whether concerning persons or property in the contractee's organization or that of a third party.

**SECTION 28. Insurance:** Unless the Contractee is a state agency, the parties agree that the Contractee and its employees, agents, officers and subcontractees are not employees of the State of Tennessee, but are independent contractees. The Contractee, unless a state agency or local government, agrees to provide adequate general liability and other appropriate forms of insurance and to pay all taxes and costs incident thereto. Contractee also agrees to provide Workers' Compensation Insurance to cover participants who participate in subsidized work experience programs provided under this contract.

**SECTION 29. Indemnification and Hold-Harmless:** Except where Contractee is a State Agency, Contractee agrees to indemnify, defend, and hold-harmless AB&T, its officers, agents, and employees from: a) Any claims, damages, costs, and attorneys' fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Contractee, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract, and b) Any claims, damages, penalties, costs and attorneys' fees arising from any failure of Contractee, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

**SECTION 30. Severability:** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force effect. To this end, the terms and conditions of this Contract are declared severable.

**SECTION 31. Completeness:** This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' Contract. This Contract supercedes any and all prior understandings, representations, negotiations, and

Contracts between the parties relating hereto, whether written or oral.

**SECTION 32. *Special Terms & Conditions:***

A. It will be the sole responsibility of the Contractee to identify and recruit WIA eligible youth for the program. AB&T staff will determine eligibility for participants served under this contract and complete WIA required forms. AB&T staff will develop an Individual Employment Plan (IEP) for each participant based on input from the Contractee and the individual needs of the participant as outlined in the Workforce Investment Act.

B. The Contractee will maintain a file on each participant that will document all activities provided throughout recruitment, training and placement. Progress reports will be kept for each participant in each file and will document any assessment results and all participation and progress of employment and training services as specified in the program narrative. Copies of all documentation including attendance, participant progress reports including results of any progress testing, activity completions, certificates, transcripts, employment information, etc. will be provided to the participants' AB&T Career Specialists.

C. The Contractee will be responsible for maintaining up-to-date contact information on all participants throughout the entire contract period. Contractees will complete a WIA Data Change Form if a participant's name, address, phone number, etc. changes and will submit copies to the participant's AB&T Career Specialist.

D. The Contractee will be responsible for submitting copies of all documentation including attendance, participant progress reports including results of any progress testing, activity completions, certificates, transcripts, employment information, data changes, etc. to participants' Career Specialists on a weekly basis. This will enable AB&T staff to meet deadlines for keying required program information into the State of Tennessee CMATS Data Collection System.

**SECTION 33. *Signatures:*** The undersigned hereby accept all terms and conditions of the Agreement and agree to deliver the services described herein in accordance with Public Law 105-220, the Workforce Investment Act.

The undersigned also affirm that they have read and understand this Agreement and all attachments thereto, and with said understanding, agree to abide by the provisions and requirements set herein.

The Contractee assures that it possesses the legal authority to enter into this Agreement. Further, the contractee assures that its governing body has authorized the signatory official to enter into this Agreement and any subsequent amendments thereof.

APPROVED FOR AB&T

APPROVED FOR CONTRACTEE

\_\_\_\_\_ -- \_\_\_\_\_

David Shanks, Executive Director  
Alliance for Business and Training, Inc.

---