



REQUEST FOR PROPOSALS (RFP)

WIOA EMPLOYER OF RECORD

For

Jefferson Parish Workforce Development Board

RFP Release Date: September 13, 2022

Proposal Due Date: October 14, 2022

The entire RFP is located on the Jefferson Parish Workforce Development Board

[Workforce Development Board \(jeffparish.net\)](http://jeffparish.net)

Late submissions will not be accepted.

Contact: Ms. Frances K. Turner, WDB Director
Jefferson Parish Workforce Development Board
1221 Elmwood Park Blvd., Suite 304
Jefferson, LA 70123
504-736-6542
Fturner@jeffparish.net

Jefferson Parish Workforce Development Board is an Equal Opportunity Employer Program
Auxiliary aids and services are available upon request for individuals with disabilities.

Table of Contents

A. Introduction	3
B. Method Of Solicitation	4
C. Budget	5
D. Contract Term And Amount	5
E. Contract Type	6
F. Termination Due To Non-Availability Of Funds	7
G. Questions And Request For Clarification	7
H. Right To Cancel	7
I. Other Procurment Requirements	8
J. Procurement Timeline	8
K. Proposal Instructions And Outlines	9
L. Evaulation Process.....	12
M. Selection	13
N. Contract Award	14
O. Appeal Procedure	14
Conditions Applicable To All Proposals	15
Contract Provisions	16
Appendicies.....	22

A. Introduction

The Jefferson Parish Workforce Development Board (JPWDB) is one of fifteen (15) Workforce Development Boards in Louisiana designated by the Governor under the Workforce Innovation and Opportunity Act (WIOA). For the purposes of this Request for Proposal (RFP), the Jefferson Parish Workforce Development Board will be referred to as JPWDB.

The JPWDB serves the workforce needs of Jefferson Parish. The JPWDB is dedicated to identifying and promoting workforce development strategies that positively impact the economic wellbeing of the parish. The Board serves as a strategic leader and convener of employers, workforce professionals, education providers, economic development agencies and other stakeholders to drive innovation and build workforce alliances that can provide services to meet the needs of businesses. The Board is also the Quality Assurance Agent for public funds ensuring the public workforce system is demand-driven, efficient and effective, and is of value and has impact in our local communities.

Our Vision is sustainable employment through strategic human capital investments producing positive economic returns for our businesses and our communities.

Our Strategic Priorities

- ▶ Serve as a workforce broker, bringing employers and qualified applicants together. The focus is on identifying specific needs of employers, resulting in more market-driven programs and stronger employer support.
- ▶ Assist in building a better workforce, linking employers and individuals to education and training programs.
- ▶ Promote long-term employability and life-long learning by providing access to "skills" training allowing competitiveness in today's labor market.
- ▶ Prepare youth for employment in the region's most vital industries through various youth programs.

The Jefferson Parish Workforce Development Board (JPWDB) seeks proposals from qualified firm(s) to provide temporary staffing services on an as needed basis. The Respondent(s) will provide candidates for temporary placement in specialty areas that will include, but are not limited to, administrative/office support, customer service, accounting/finance, laborers, and equipment operators.

This document constitutes a Request for Proposal ("RFP"), in a competitive format, for qualified vendors. This request is an offer by the JPWDB to underwrite, in accordance with the terms and conditions of this RFP, the services proposed by the successful vendor(s), by contract.

The respondents to this RFP shall provide a proposal, in accordance with the terms and conditions set forth herein, to provide all or part of services to the JPWDB as described in the Scope of Work.

Background

Jefferson Parish Workforce Development Board (JPWDB) is seeking temporary staffing solutions. This procurement is not intended to circumvent the normal hiring procedure for the Jefferson Parish employees. The successful vendor or vendors must be cognizant of this objective and provide temporary staffing services when requested by the JPWDB.

Scope of Work

It is the intent of the JPWDB to enter into a (1) one-year contract for services with the option to renew for 3 additional years in (1) one-year increments with qualified professional firms for temporary staffing services on an as needed basis. The respondent(s) will provide candidates for temporary placement in specialty areas that will include, but are not limited to, administrative/office support, customer service, accounting/finance, laborers, equipment operators, nurses and other professional services.

The Services to be performed under this solicitation shall be performed under the supervision of the JPWDB. Services will be contracted as individual work orders are issued against the Agreement; and, for each work order, the JPWDB shall provide a detailed description of the position to be filled, required qualifications of candidates and specified performance period.

Assignments will range from a minimum of (4) four months up to a maximum of (12) twelve months not to exceed \$20,000 per participant. In order to protect the best interests of the JPWDB, the JPWDB reserves the right to extend any assignment and/or convert to permanent employment based on terms established in the agreement.

B. Method of Solicitation

This Request for Proposal is a competitive solicitation method being used by the JPWDB to maximize the likelihood of selecting a high performing, extremely competent provider of workforce development services.

Notice of the RFP is being published in major newspapers in the local area and will also be distributed via email to relevant organization and potential responders. Upon its release, the RFP and all accompanying attachments, will be posted on the National Association of Workforce Boards website www.nawb.org, the JPWDB website at [Workforce Development Board \(jeffparish.net\)](http://WorkforceDevelopmentBoard(jeffparish.net)) and Louisiana Workforce Commission at www.laworks.net

Specific Requirements:

1. The candidates placed on assignment with the JPWDB will be paid by the temporary staffing agency ("agency") in accordance with the rates set forth in the applicable work order but, shall otherwise be employed by the agency in accordance with the agency's policies and procedures.
2. The agency will provide employee benefits to candidates when applicable with the JPWDB in accordance with its policies and procedures and will be responsible for all payroll related activities associated with the candidate.
3. The JPWDB reserves the right to independently recruit and place temporary workers at its discretion. If a candidate's resume is received by the JPWDB through the JPWDB's recruitment efforts, the JPWDB will not be obligated to pay a placement or any other fee or charge under the agreement.
4. The agency will pre-screen candidates before submitting them for consideration. The pre-screening process utilized by the agency must include personal interviews, skills testing/assessments, reference checks, motor vehicle reports (if requested), criminal background checks (if requested), 1-9 verification, education verification, employment references and drug testing (if requested). Agency will make the results of candidate reference checks available within 3 business days of the JPWDB's request.
5. The JPWDB reserves the right to select candidates to become temp-to-perm assignments at the JPWDB's discretion.

C. Budget

- Proposers to this RFP shall provide a fee structure for each category of employee:
 1. administrative/office support
 2. customer service
 3. accounting/finance
 4. laborers/equipment operators
 5. nurses and other professional services.
 6. Contract Management
- Proposals should contain a temp to perm conversion schedule

D. Contract Term and Amount

It is the intent of the JPWDB to award a single contract for the services identified herein.

The expected contract term under this solicitation will be from November 1, 2022 through October 30, 2023, provided measurable outcomes are successfully achieved and sufficient funds for the contract term remain available. JPWDB will have the option to renew the contract for up to three (3) additional one-year periods contingent upon successful performance and with Board approval as follows:

- Optional Renewal One – November 1, 2023 through October 30, 2024
- Optional Renewal Two – November 1, 2024 through October 30, 2025
- Optional Renewal Three – November 1, 2025 through October 30, 2026

Note: The option to renew is not guaranteed and the initial award of the contract does not imply an exercise of the option to renew.

An estimated total of no more than \$375,000 for the period of November 2022 through October 2023 in WIOA Title I funding will be available for Employer of Record services.

Note: This amount is provided as a planning figure only and does not commit the JPWDB to award a contract for this amount. All proposals will be evaluated on the basis of obtaining the most cost-effective price possible while achieving the highest quality service delivery. Respondents are encouraged to submit their best offer for providing the services solicited and to thoroughly describe and justify the costs. A cost price analysis will be conducted to ensure that the proposed costs are necessary, fair, and reasonable. Funding during the contract period may be adjusted due to changes in WIOA Title I funding received.

E. Contract Type

The JPWDB contemplates payment under a cost-reimbursement basis, including performance-based provisions that will be based upon actual costs and performance delivery outcomes. The expected performance delivery outcomes may be linked to quality assurance, customer and partner engagement, and other criteria as determined and negotiated between the Board and the contractor.

For the purposes of responding to this RFP, Respondents should develop a line-item budget showing all expected costs associated with delivering the proposed services.

The successful respondent to this RFP may be expected to participate in contract negotiations to establish the exact services to be provided and the costs of those services if a proposal needs clarification. The final negotiated proposal narrative and budget schedule will constitute the Statement of Work for the contract.

Due to the nature of JPWDB's funding sources, potential changes in legislation and policies, and performance achieved, Respondents are advised that any contract awarded under this RFP may be modified to incorporate such changes, adjustments in the delivery system, or any activities provided.

F. Termination due to Non-Availability of Funds

Should a contract be awarded based on this RFP, the JPWDB notwithstanding anything in the signed Agreement to the contrary, and subject to limitations, conditions, and procedures set forth below, the JPWDB, through its designated fiscal agent, shall have the right to terminate the Agreement without penalty by giving sixty (60) days written notice to the winning respondent as a result of any of the following:

- U.S. Congress fails to appropriate funds sufficient to allow the JPWDB to operate as required to fulfill its obligations under an Agreement
- If funds are de-appropriated or not allocated

G. Questions and Requests for Clarification

All questions/requests for clarification must be submitted and received in writing via email by 3:00 p.m. on September 20, 2022 to:

Frances K. Turner, WDB Director
Fturner@jeffparish.net

The question and answer period allow proposers to obtain guidance on the scope and nature of the work required in this RFP and to ask technical questions concerning this solicitation. These questions will be asked and answered via electronic mail. Verbal questions/requests for clarification shall not be accepted. Further, JPWDB reserves the right to reject any or all requests for clarification in whole or in part.

All written questions/requests for clarification that are accepted by JPWDB will be posted to the Jefferson Parish Purchasing website by September 27, 2022 at

[Workforce Development Board \(jeffparish.net\)](http://WorkforceDevelopmentBoard.jeffparish.net)

Contact with anyone for purposes of influencing the outcome of the procurement will result in disqualification of the prospective Respondent from this competitive procurement process.

H. Right to Cancel

The JPWDB reserves the right to delay, amend, reissue, or cancel, all or any part of this RFP at any time without prior notice. JPWDB also reserves the right to modify the RFP process and timeline as deemed necessary. Subject to guidance being issued by US Department of Labor and/or Louisiana Workforce Commission, this RFP and/or any subsequent sub-awards will be modified to ensure compliance.

This RFP does not commit JPWDB to accept any proposal, nor is JPWDB responsible for any costs incurred by the Respondent in the preparation of responses to this RFP. JPWDB reserves the right to reject any or all proposal, to the best interest of JPWDB. JPWDB reserves the right to negotiate with any respondent after proposals are reviewed, if such action is deemed to be in the best interest of JPWDB.

I. Other Procurement Requirements

All proposals will be reviewed for a perceived conflict of interest. Respondents will not offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the JPWDB (including standing committees), Local Chief Operating Official(s), Fiscal Agent, or other individual/organization for the purpose of having an influencing effect toward their own proposal or any other proposal submitted.

No employee, officer, or agent of the JPWDB (including standing committees), Local Chief Operating Official(s), Fiscal Agent, or other individual/organization shall participate in the selection, award, or administration of a contract supported by WIOA funds if a conflict of interest, or potential conflict would be involved.

Respondents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a respondent’s proposal to be rejected.

Pre-contract costs and costs of preparing the proposal are not allowable costs and cannot be included in the proposal budget nor in any resulting contract budget.

Respondents should be aware funding for WIOA programs is always subject to availability and other conditions. Funding for future periods may be changed significantly if appropriations for WIOA programs change or if demographics change within the State or local workforce area.

J. Procurement Timeline

Critical Date	Time	Procurement Action
September 13, 2022	n/a	RFP issued by JPWDB
September 20, 2022	3:00 p.m.	Deadline for questions/requests for clarifications
September 27, 2022	4:00 p.m.	Answers to questions posted at www.jeffparish.net/government/boards-and-commissions/workforce-development-board
October 4, 2022	3:00 p.m.	Deadline for Letter of Intent to Propose
October 14, 2022	3:00 p.m.	Deadline for Proposal Submittal
October 14-21, 2022	TBA	JPWDB Committee review proposals and recommendation; Contract negotiations
October 25, 2022	TBA	JPWDB Committee Meetings (Executive Committee accept recommendation(tentative))
October 27, 2022	TBA	JPWDB Board approval (tentative)

All times shown are Central Standard Time (CST). JPWDB reserves the right to adjust the schedule when it is in the best interest of the Board or to extend any published deadline in this RFP upon notification to those who have submitted a Letter of Intent to Propose by the date and time specified.

Potential Respondents wishing to submit a proposal must submit a non-binding Letter of Intent to Propose to the JPWDB at Fturner@jeffparish.net by 3:00 p.m. on October 4, 2022. This notification must include the organization's primary contact with title and email address. All organizations must be identified if applying as a consortium.

K. Proposal Instructions and Outline

1. Responsive Proposals - to be considered responsive, proposals must meet the following minimum criteria:

- a. One (1) signed original (blue ink), eight (8) copies, and a USB drive (in pdf format) of the proposal should be submitted. The original **MUST** be submitted in a sealed envelope with the **proposer's name** and the words "**Proposal for Employer of Record**" written on the exterior of the envelope. The proposal must be delivered to:

Jefferson Parish Workforce Development Board
1221 Elmwood Park Blvd., Suite 304
Jefferson, LA 70123

- b. When completed, the proposal must contain the following elements:
 - Cover page
 - Abstract/Executive Summary
 - Narrative sections (described in the application packet)
 - Budget forms
 - Certification and Signature section
 - All pages must be numbered
 - Required Attachments
 - Use 12-point font
- c. Proposal is limited to 20 pages. Attachments are required forms and are not included in this page count.
- d. Proposal packet must be presented in the same order as set forth in these instructions.
- e. The original proposal must be manually signed in blue ink by an official authorized to represent and bind the proposing agency.

- f. Respondents must demonstrate a general understanding of the services solicited by this RFP and the ability to effectively and efficiently manage and deliver those requested services.
- g. The completed proposal must be submitted to the location and within the time limits as shown in the RFP package.
- h. An Electronic proposal packet (PDF format) is available for download at [Workforce Development Board \(jeffparish.net\)](http://jeffparish.net)
- i. Submitting a proposal will constitute a legal, binding offer for a period of not less than 90 days from the date of submitting the proposal.
- j. All proposals, once received, become the property of the JPWDB and will be a matter of public record.
- k. Please note the established deadline for receipt of proposals is **October 14, 2022 at 3:00 pm.**
- l. Potential Proposers will be required to submit an intent letter prior to the submission of the proposal. Letters of intent that are not received by the deadline will result in rejection of the proposal.
- m. Potential proposers are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- n. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals that depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
- o. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content, shall be borne by the proposer. The JPWDB assumes no responsibility for such costs.
- p. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- q. Proposals misdirected to other locations, or that are otherwise not present at JPWDB by the submission deadline for any cause will be determined to be late and will not be considered.
- r. All proposals should identify the proposed team of professionals, including those employed by subcontractors, if any, along with respective areas of expertise and

relevant credentials. Proposer should also provide a delineation of the portion of the scope of work for which each of these professionals will be responsible.

- s. The Corporation reserves the right to award to one or more Proposers.

2. Proposal Outline and Format

a.) Cover Page

Complete the requested information on the Cover Page Form (Attachment A). Not included as part of the page count

b.) Abstract/Executive Summary

- Provide a description of your organization to include its mission, vision and values.
- Demonstrate an understanding of the workforce development system in Louisiana.
- Outline key organizational achievements within the past three (3) years.
- Briefly describe why your organization is seeking award of this RFP and any unique or innovative aspects that may set your response apart from others.

c.) Proposal Narrative

- Overall Experience of Company and Demonstrated (Maximum of 20 points)
 - Describe your organization’s experience and/or qualifications to serve as the Employer of Record as outlined in the Scope of Work. (Site an example of history of demonstrated effectiveness as evidence of capabilities to fulfill this role.)
 - Describe any experience you have related to WIOA or other Federal or State programs and legislation.
 - Describe your experience in delivering similar programs and services, including any relevant data. An organizational chart which includes the Employer of Record function must be included in the proposal as an attachment.
- Qualification of Personnel (Maximum of 20 points)
Include resumes, references and experience of personnel working under this grant
- Work Plan and Approach (Maximum of 30 points)
Description of participant/candidate vetting process. Must provide process of identification of potential employers and workplace assignments
- Budget (Maximum of 30 points)
 - Complete the requested information on the Budget Form (Attachment B) and include it as the next page after the narrative pages referenced in “2a” and “2b” above. The budget should be presented for an annual timeframe from November 1, 2022 through October 30, 2023.

- Respondents should be aware that the contract issued will be a cost reimbursement contract. The contractor will be required to submit an invoice accompanied by the appropriate documentation in order to receive reimbursement for costs. This may include copies of paid invoices, check registers, payroll and benefit records, time sheets and similar documents.
- Budget Narrative
 - Provide a budget narrative that justifies each proposed expense included on the budget form in terms of being necessary, allowable and reasonable. Describe how you will financially support the costs of doing business until an invoice can be submitted and paid by the JPWDB. No advance payment will be made. Indirect costs can only be charged to the contract if the Respondent has an approved indirect cost plan in place.
- Mandatory Additional Attachments
 - Assurances and Certifications (Attachment C)
 - Certification Regarding Debarment/Suspension (Attachment D)
 - Proposer's Organizational Chart (Attachment E)
 - Resume for Staff providing services (if known) or Job Description (Attachment F)

L. Evaluation Process

Proposals selected for review will be evaluated according to criteria set forth in this proposal package. Proposals will be evaluated by a committee of both board members and individuals with workforce development experience. The evaluation committee will make recommendations to the full Board.

The evaluation committee will only review proposals for programs that include the services requested in the RFP package. Respondents may include additional services as part of the proposal, but the proposal must, at a minimum, contain the services that are specifically requested in the RFP.

No employee, officer, or agent of the JPWDB, Local Chief Operating Official, Standing Committees, or other organizations shall participate in the selection, award, or administration of a contract supported by WIOA funds if a conflict of interest, or potential conflict, would be involved.

The proposals that are received will be made available, upon request, to the public. However, the proposals will be made available only after the JPWDB has made the award to a respondent and the protest period has begun.

Proposals received subsequent to the deadline will not be reviewed and considered for funding. The signature page must be completed and signed by proper authority or the proposal will not be considered.

Evaluation Criteria

The following criteria will be used to evaluate all proposals. The evaluators will award some, all, or none of the points that are shown for each evaluation item. The total maximum points that can be awarded are 100 (excluding bonus category).

EVALUATION CRITERIA

	Points
OVERALL EXPERIENCE OF COMPANY & DEMONSTRATED RESULTS Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.	20
QUALIFICATIONS OF PERSONNEL Our evaluation will include an assessment of the qualifications and experience of your managerial team, staff, subcontractors, and related items.	20
WORK PLAN AND APPROACH Our evaluation of how candidates for assignment are identified and vetted for desirability of placement.	30
BUDGET APPROACH/COST EFFECTIVENESS Effective and efficient delivery of quality services is demonstrated in relation to the budget allocation. The allocation is reasonable and appropriate.	30
Total	100
MBE/WBE/DBE Participation (additional potential points)	5 pts

***NOTE:** Designated JPWDB or selected committee members will evaluate the written proposals. The JPWDB may at any time during the evaluation process seek clarification from Proposers regarding any information contained within their proposal. Final scores for each respondent will reflect a consensus of the evaluations.*

All proposals will be evaluated on the basis of cost-effectiveness in relation to high quality service delivery. Respondents are therefore encouraged to thoroughly describe and justify the proposed costs. An analysis will be conducted to ensure the proposed costs are necessary, fair and reasonable; to determine if the proposed costs are allowable and allocable; to determine if there is no duplication of costs with other programs; to ensure the costs are directly associated with carrying out the proposed services; and to ensure the proposed costs will benefit the workforce development delivery system.

M. Selection

The JPWDB will make the final decision on the award of a contract, based on consideration of the recommendation made by the evaluation committee. Each proposer will be notified of the outcome of their proposal. This notice will be provided when the final decision has been made regarding award of a contract. This notice will be provided to each proposer within three (3) working days of the award of a contract and may be provided via email, fax, or by regular mail.

The selected respondent must possess the demonstrated ability to perform successfully under the terms and conditions of a proposed contract prior to the contract being executed. Determinations of demonstrated performance shall take into consideration such matters as to whether the respondent has:

- Adequate financial resources or the ability to obtain them
- Ability to meet the RFP design specifications at a reasonable cost, as well as the ability to meet performance goals
- Satisfactory record of past performance in delivering the proposed or similar services
- Ability to prioritize and provide services and/or a program that can meet the need identified
- Satisfactory record of integrity, business ethics and fiscal responsibility
- Necessary organization, accounting and operational controls
- Technical skills to perform the work
- Alignment with JPWDB's mission, vision, and value

N. Contract Award

A contract may be awarded based on proposals received, without discussion of such offers with the Respondents. Each proposal should, therefore, be submitted in the most favorable terms, from a price and technical standpoint the proposal can make. However, the evaluation team reserves the right to request additional data, oral discussion or presentation in support of written proposals.

Final award of a contract will be contingent upon:

- Successful negotiation of contract
- Acceptance by the Respondent of the contract terms and conditions
- Satisfactory verification of past performance and systems, where applicable
- Availability of funding

O. Appeal Procedure

In accordance with applicable regulations, Respondents who are denied funding have the right to appeal. The following steps must be taken for organizations to appeal decisions:

- 1) Submit a letter within three (3) business days from the date of the notification of the contract award to the Executive Director of the JPWDB stating that an appeal to the

contract award is being filed and the specific reasons for that appeal based on the criteria below:

- Clear and substantial error or misstated facts by the review team upon which the decision was made by the Board
- Unfair competition or conflict of interest in decision making process
- Any illegal or improper act or violation of law
- Other legal basis on grounds that may substantially alter the Board's decision

The Executive Director will review the appeal and respond within ten (10) business days.

- 2) In the event the Executive Director's response is not satisfactory to the Respondent, an appeal to the JPWDB Executive Committee may be requested. The request must be addressed in writing within 15 days from receipt of response from LWBD11 to:

Jefferson Parish Workforce Development Board
Attention: Tom Jones
1221 Elmwood Park Blvd., Suite 304
Jefferson, Louisiana 70123

The appeal will be heard at a time set by the Chair of the Board after consultation with legal counsel, as appropriate.

CONDITIONS APPLICABLE TO ALL PROPOSALS

This Request for Proposal does not commit or obligate JPWDB to award a contract, to commit any funds identified in this RFP document; to pay any costs incurred in the preparation or presentation of a proposal to this RFP; to pay for any costs incurred in advance of the execution of a contract; or to procure or contract for services or supplies.

Further, JPWDB reserves the right to:

1. Accept or reject any or all proposals in whole or in part, which it considers to be in its best interest. No guarantees, expressed or implied, are made by JPWDB or its agents as to the availability of funds.
2. Change or waive any provisions set forth in this RFP.
3. Reject non-conforming proposals without review.
4. Waive informalities and minor irregularities in proposals received.
5. Negotiate any and all proposed terms, conditions, costs, staffing level, services/activities mix, and all other specifics.
6. Request additional data, technical or price revisions, or oral presentations in support of the written proposal.

7. Conduct a pre-award review that may include, but is not limited to a review of the Respondent's record keeping procedures, management systems, accounting and administrative systems.
8. Change specifications and modify contracts as necessary to: (a) facilitate compliance with the legislation, regulations and policy directives, (b) manage funding, and (c) meet the needs of the customers.
9. End contract negotiations if acceptable progress, as determined by JPWDB, is not being made within a reasonable time frame.

By submission of this proposal, the Respondent certifies that in connection with this proposal:

- a. The fees or costs in the proposal have been arrived at independently without consultation, communication, or agreement with any other Respondent, or with any competitor for the purpose of restricting competition, as to any matter relating to such fees; and
- b. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit a proposal for the purpose of limiting or restricting competition.

Each person signing the proposal certifies that:

- a. He/she is the person in the Respondent's organization legally responsible, within the organization, for the decision as to the prices or costs being offered and he/she has not participated in any action contrary to (a) and (b) above; or
- b. He/she is not the person in the Respondent's organization legally responsible, within the organization, for the decision as to the prices or costs being offered; however, that he/she has been duly authorized in writing, with a copy attached, to act as agent for the persons legally responsible for such decision, and certifies such persons have not participated, and will not participate, in any action contrary to (a) and (b) above.

No proposal will be considered if:

- a. The entity has been disbarred by an action of any governmental agency; or
- b. The entity has not complied with an official order of any agency of a State or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services; or
- c. The entity has any record of public entity crimes; or
- d. For any cause such as pending litigation or if the Respondent is determined irresponsible.

CONTRACT PROVISIONS

The following are examples of the contract provisions that will be included in the contract that will be developed as a result of this RFP. The exact text of the contract provisions may differ slightly from the examples shown.

Contract Costs – All costs that are approved in a contract must be reasonable and necessary to carry out the planned functions. The costs must be allowable and allocable to the proper grants

and costs categories. If the contractor is a public entity or non-profit entity, the contract will not include a provision for profit. Profit margins with individuals and for-profit organizations may be negotiated. Profit margins must be reasonable and cannot be based on a percentage of actual costs.

The contract awarded under this RFP is subject to available funding. The JPWDB does not guarantee any minimum or maximum amount of work and/or dollar value associated with this procurement. The specific method of payment for services to be rendered will be set for in the negotiated contract and will be contingent upon demonstration that the negotiated performance deliverables have been successfully accomplished.

Contract Renewal and Extension – The contract that results from this RFP may have a provision for extension. The terms and lengths of any extension will be established by the JPWDB and will be included in the contract provisions. All extensions must be documented in a modification to the contract. Each extension must be for not more than one year and a maximum of three extensions are permitted.

Evaluations will be conducted after the second and fourth quarter of contract operations to ensure adequate performance of contract. Based upon these evaluations, an extension may be granted contingent upon continued contract performance.

Early Termination – The contract that results from this RFP will have provisions for termination of the contract for failure to satisfactorily perform the tasks that are required. The contract that results from this RFP may also have provisions which allow the contract parties to cancel the contract at any time by providing advanced notice to other contract parties. The contract will also provide for termination of the contract for lack of funds.

Modifications – The contract will have a provision for modifying the contract. Modifications may be necessary to incorporate changes required by Federal or State laws and policies. Modifications may be necessary to increase funds to the Contractor if funds become available through other sources.

Assignment and Subcontracting – A part of the proposal evaluation is based upon the previous experience of the proposer and its staff. The contract will contain a provision that prohibits subcontracting or assigning the work to be performed without the written permission of the JPWDB.

Indemnification – The contract will include an indemnification clause which will state that the Contractor shall indemnify and hold harmless the State of Louisiana/LWC, WIOA Administrative Entity/Fiscal Agency, Local Chief Operating Official, JPWDB, its officers, agents and employees from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the Contractor or any of its employees, agents, volunteers, subcontractors, or representatives.

Dispute Resolution – The contract will have a provision for dispute resolution. This provision will require the Contractor to use administrative processes and negotiation in attempting to resolve disputes arising from this contract. The contract will require the contractor to continue to provide services while the dispute process is ongoing.

Audit Rights – The contract will have a provision which will allow the Fiscal Agent, the State of Louisiana, the U.S. Department of Labor, the United States Comptroller General, and of their duly authorized representatives, or other with statutory audit rights to perform audits after reasonable advanced notice to the Contractor at any time during the contract period or within three (3) years from the date of the final payment of the contract. At any time during normal business hours and as often as the Fiscal Agent or any of the above parties may deem necessary, the Contractor shall make available to their duly authorized representatives for examination, all its records with respect to all matters covered by the contract. The Fiscal Agent, the State of Louisiana, the U.S. Department of Labor, the United States Comptroller General, any of their duly authorized representatives, shall have the authority to audit, examine, and make excerpts or transcripts from, any books, documents, papers, and records of the Contractor which are directly pertinent to the contract, including all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by the contract. The JPWDB reserves the right to monitor the contractor annually and anytime during the contract period.

Access to Records and Records Retention – The contract will have a provision relating to Records Retention. That provision will require the Contractor to maintain all records pertinent to the contract, including financial, statistical, property, participant records, and supporting documentation. These records shall be preserved and made available to the Fiscal Agent and its agents for a period of three (3) years after the date of the final closeout of the contract. However, in the event of an audit, records shall be kept by the Contractor until the audit is completely resolved, even if it requires a retention period longer than 3 years. If the Contractor is unable to retain the necessary records for the required period, the Contractor will transfer such records to the Fiscal Agent. Such records shall be transmitted to the Fiscal Agent for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

Performance – The Contractor will be measured for performance of the contract. Evaluations will be conducted on a regular basis throughout the contract period to determine whether the Contractor is meeting scheduled benchmarks. Contract performance will be negotiated prior to the beginning of the contract and may include measures relating to the following areas:

- Placement of participants
- Timeliness of payroll
- Cohesive working relationships with employers' partners
- Submission of monthly reports to Executive Director

Copyrights and Rights to Data – The contract will have a provision relating to Copyrights and Data. That provision requires Contractor to agree that the Fiscal Agent, State of Louisiana, and

the U.S. Department of Labor shall have unlimited rights to any data first produced or delivered under the contract.

Deobligations – The contract that results from this RFP will contain clauses regarding availability of funds. Those clauses will allow the JPWDB to decrease or eliminate funding to the contractor if funding made available to the JPWDB is not sufficient to allow for full payment of the contract.

At the time the contract is written, the actual funding amounts provided to the workforce area will probably not be available. The contract may be modified prior to or subsequent to the beginning of the year to reflect changes that are necessary due to actual funding amounts received. The carryover of any funds is an item that must be negotiated with the JPWDB and/or Fiscal Agent.

Price Adjustment – This provision will state that if the contract was negotiated in reliance upon cost data supplied by the Contractor, the Fiscal Agent can adjust the price to exclude any significant sum by which the prices were increased because the Contractor had submitted cost data in the original proposal which was not accurate, complete, or current.

Insurance – There is not requirement that proof of insurance be submitted with the proposal, but evidence of insurance must be provided prior to beginning the performance of work under the contract. The Fiscal Agent requirements may include proof of the following as applicable: general liability coverage, insurance for motor vehicles used by employees of the contractor, workers compensation, and blanket bond coverage.

EEO Requirements – The Contractor will be required to comply with certain EEO requirements. No person in the United States shall be, on the grounds of race, color, religion, sex, sexual orientation, national origin, age, handicap, political affiliation, belief, or marital status be excluded from participation in, be denied benefits of, be subject to discrimination under, or be denied employment in the administration or in the connection with any program or activity funded in whole or part with funds made available under the agreement.

Participant Grievances – The contract will include a provision that requires the Contractor to adopt procedures for hearing and resolving grievances and complaints arising out of this contract, in conformity with the JPWDB's established policies.

Duplicate Funding – The contract will have a provision requiring the Contractor to agree that any Contractor's cost which are already allocated to other sources may not be included in the cost of the contract. The Contractor must inform the JPWDB if the Contractor applies for or receives funds which affect the cost or performance of work under this contract and how the Contractor plans to allocate duplicated funds. The JPWDB must have the right to renegotiate the contract relative to the changed costs.

Compliance with Law – In rendering the performance hereunder, the Contractor shall comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, with the regulations promulgated thereunder, and with the following:

- Applicable Federal Laws and appropriate OMB Circulars
- Laws of the State of Louisiana
- WIOA policies as adopted by the Louisiana Workforce Commission
- Local Laws
- Regional and Local Plan
- WDB policies
- U.S. Dept. of Labor statement 29 CFR part 38 regarding the non-discrimination and Equal Opportunity provisions of the WIOA.

In the event of a conflict between such laws and regulations and the terms of this agreement, precedence shall be given to the laws and regulations.

Reporting – A monthly Performance Report must accompany any requests for funds in order to demonstrate that objectives of the contract are being met. The contract that results from this RFP may have requirements that the contractor make regular presentations to the JPWDB, Local Elected Officials, or similar groups.

The Contractor will also be required to provide the JPWDB any narrative, statistical, and financial reports related to the elements of the contract in a format and timeframe determined by the JPWDB.

Program Income – This provision will state that if the Contractor receives any program income as a result of activities funded under this contract, the income must be properly accounted for and cannot be spent without advanced approval from the Fiscal Agent. Program income must be accounted for according to the requirements of OMB Circular A-110, OMB Circular A-102, policies of the JPWDB, State of Louisiana, and/or the WIOA Act and Regulations.

Property/Capital Expenditures – The Contractor shall make no purchases over \$250 without prior authorization by WIOA Fiscal Agent. The JPWDB procurement procedures must be followed.

Corrective Action – This provision will describe notices to the Contractor, corrective action steps, corrective action plans, timeframes, and similar provisions.

Patent Rights – This provision will state that if products are produced under this contract to which a patent is granted, the patent rights shall belong to the WIOA Fiscal Agent, the State of Louisiana, of the U.S. Department of Labor. This provision shall not apply to products produced by the Contractor other than this contract and which are used in the performance of the work required by this contract.

Disallowed Costs – The contract will have provisions that require the contractor to repay any expenditure that is found to be unallowable. The contract will have provisions requiring the contractor to remedy any deficiencies found in audits or monitoring reports prior to incurring additional expenditures or receiving additional funds.

Contractor Self-Monitoring – The Contractor will be required to periodically conduct a self-monitoring to ensure compliance with WIOA, local policies, budgets, performance measures, and similar measures. The FPD WDB may require the Contractor to submit periodic reports on its self-monitoring activities.

Other Contract Provisions – The contract may have provisions which are not described in this RFP. Those provisions may be necessary due to applicable laws or regulations, provisions added or changed to reflect negotiations made subsequent to the issuance of this RFP, requirements not known at the time of the issuance of this RFP, or for other reasons.

APPENDICIES

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 136353 (previously 113646).

The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 136353 (amends Resolution No. 113646), as amended.

Proposers must provide with proposal submission a current (valid) insurance certificate evidencing required coverages. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the selected proposer will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish RFP solicitation number

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible greater than \$10,000.00. The cost of the deductible is borne by the proposer.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL PROPOSALS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH PROPOSAL OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE
AND CORRECT COPY OF AN EXCERPT OF THE
MINUTES OF THE ABOVE DATED MEETING OF THE
BOARD OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

SECRETARY-TREASURER

DATE

Request for Proposal Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and Parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the Council acts on the matter.**
- **Failure to submit or properly execute the RFP Affidavit will result in the proposal being deemed non-responsive in accordance with Sec. 2-895(b) of the Jefferson Parish Code of Ordinances.**

Instruction sheet may be omitted when submitting the affidavit.

Request for Proposal

AFFIDAVIT

STATE OF _____

PARISH/COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared: _____
_____, (Affiant) who after being by me duly sworn, deposed and said that he/she is the
fully authorized _____ of _____ (Entity), the party who
submitted a proposal in response to RFP Number _____, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B _____ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B _____ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact**, solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B _____ there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Choice B _____ There are **NO** subcontractors which would require disclosure under Choice A of this section.

Signature of Affiant

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE _____ DAY OF _____, 20__.

Notary Public

Printed Name of Notary

Notary/Bar Roll Number

My commission expires _____.

Debarment/Suspension Form

DEBARMENT/SUSPENSION CERTIFICATION

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment“ requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Name and Title of bidder’s official)

(Name of bidder/company)

(Address)

(Address)

PHONE _____ FAX _____

EMAIL _____

Signature _____ Date

Proposal Cover Sheet

**Proposal for Employer of Record
For
Jefferson Workforce Development Board 11**

Proposing Organization: _____

Note: If proposing as a Consortium, identify the lead agency on this Cover Sheet and attach a listing of Consortium Entities and Contacts.

FEIN #: _____ DUNS # _____

Address: _____

City State Zip

Telephone: _____ Web address: _____

Contact Person: _____

Title: _____ Telephone: _____

Email address: _____

Type of Organization: ___ Nonprofit ___ Governmental ___ Private for Profit ___ Community-Based

Special Consideration: ___ Minority ___ Veteran ___ Women-Owned Business (Check all that apply)

Total Funding Amount Requested for July 1, 2022 through June 30, 2023: _____

Proposing Organization Authorized Signature: _____

Name:

Title

For JPWDB use only:

Date Proposal Received by JPWDB: _____

Time: _____

PROPOSED BUDGET

Summary of Line-Item Costs	WIOA Funds	Proposer Contribution (Not required)	Total Cost
Fee Structure for participants (list positions)			
a)			
b)			
c)			
d)			
e)			
f)			
Other (Please list)			
a)			
b)			
c)			
TOTAL COSTS			

ASSURANCES AND CERTIFICATIONS

The following assurances and certifications will be made a part of any resulting contract from this solicitation and Respondents must agree to each item below.

1. The individual signing this proposal is authorized to submit the proposal on behalf of their agency/organization.
2. The Contractor assures and certifies that services funded through a contract with FPD WDB shall be administered in full compliance with applicable federal, state and local laws, regulations and policies. These include, but are not limited to:
 - maintaining records that accurately reflect actual performance
 - maintaining record confidentiality, as required
 - reporting financial, participant, and performance data, as required
 - complying with Federal and State non-discrimination provisions
 - meeting requirements of Section 504 of the Rehabilitation Act of 1973
 - meeting all applicable labor laws, including the Child Labor Law standard
3. The Contractor shall establish and maintain an auditable financial system, in accordance with recognized accounting practices, with the Act and Regulations, and with State and local requirements on fiscal and programmatic reports.
4. The Contractor must be able to demonstrate that they are fiscally solvent.
5. The Contractor certifies that it will provide a drug-free workplace, as required by Federal law.
6. Any representative/agent of the WDB who participates in the expenditure of WIOA funds shall perform his/her duties in a manner consistent with their obligations to the WDB and in accordance with sound business practices. In complying with these requirements, representatives/agents shall refrain from:
 - a. Solicitation or acceptance of gratuities, favors, or anything of monetary value, from contractors, potential contractors, or parties to sub-agreements.
 - b. Participation in awards or administration of contracts to firms in which the member, officer, staff or representatives/agent or his/her immediate family has a financial or other interest.
 - c. Any representative/agent, who is a paid consultant, or who has a relative who is a paid consultant (as defined in A.R.S. 38-502) for any provider which currently transacts business with the WDB is prohibited from participating in a decision process which may lead to the award of a contract involving such firm.

Authorized Signature/Date

Typed Name and Title

CERTIFICATION REGARDING DEBARMENT/SUSPENSION

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, Section 98.510, Participants' responsibilities.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant Organization

Name and Title of Authorized Representative

Signature