

New Hampshire WIOA Combined State Plan

Questions Submitted by Potential Bidders – Last updated August 9, 2019 (JGH)

Q. Please clarify the RFP number. On the cover of the RFP, it references RFP #2020-02, but under section 4.A. the RFP number is 2019-0001.

A. **RFP #2020-02**

Q. Will DBEA/OWO or the Board provide economic and labor market information for use in the process / deliverables or should we plan to provide that data as part of our scope?

A. **The state's ELMI bureau will provide economic and labor market information consistent with the data required by USDOL. The contractor should plan to build upon that data if necessary.**

Q. Please confirm that submitting a proposal electronically is acceptable (i.e., no hard copy mailed).

A. **Yes, you may submit a proposal electronically.**

Q. To confirm, can proposals only be submitted via email and accepted?

A. **You may submit a proposal electronically, or mail hard copies to OWO.**

Q. Section 3 makes clear that the contractor is developing the accessible version of the plan for submission to the US DOL state plan portal. Will the state be uploading the file?

A. **Yes, the state will be responsible for uploading the file once it is in acceptable format.**

Q. Regarding formatting requirements, the guidance given in Section 5 states that "1-inch spacing is required." Can you clarify what this means? Should we interpret this as a requirement to keep everything single-spaced? Section 5 states that "1-inch margins and 1-inch spacing" are required. Can you clarify what you mean by "1-inch spacing"?

A. **Single-spaced is acceptable.**

Q. Are we able to provide sample materials in an appendix?

A. **Yes**

Q. May we include attachments, and if so, is there a page limit?

A. **Yes, you may include attachments to support your proposal. There is not a page limit for attachments, however the review team may opt to ignore attachments they deem to be excessive.**

Q. Has the DBEA/OWO or the Board completed an assessment of workforce development activities which can be shared with the contractor for analysis?

A. **No, however the current plan contains detailed information for the contractor to build upon.**

Q. We are registering as a foreign corporation with the state but our application may still be pending when the proposal is submitted. Will that disqualify our proposal?

A. **No. However, the contractor must be registered with the State by the time of final contract.**

Q. Is the “bid amount and budget” section of the proposal (and/or price proposal) a separate file **(No)** or do we include it as part of the technical proposal? **(Yes)**
Is the “price proposal” referenced in Sections 6.A, 6.B. and 6.D the same as “bid amount and budget” referenced in Section 5? If different, please clarify the requirements of the price proposal.

A. **They are the same.**

Q. Has a date been determined for the Board planning meeting in late October?

A. **No, but we are hoping to plan an event for the third week of October at the latest.**

Q. How did the Office of Workforce Opportunity participate in the Economic Development 10-Year Plan and Whole Family/Next Generation service strategies planning processes?

A. **The Office of Workforce Opportunity is an office within the Division of Economic Development (DED) within the Department of Business and Economic Affairs (BEA). Staff from BEA including OWO participated in interviews and planning meetings. The 10 Year economic development plan is in final revision and should be available for review shortly. The contractor would be responsible for reading the 10-year plan to ensure workforce development strategies align with those to be developed for the WIOA State Combined Plan. The Whole Family/Next Generation service strategies planning processes is still unfolding and involves all of our core one stop partners – Health and Human Services has taken the lead on this. A white paper will be available for review. The contractor would be expected to interview key personnel from both the state and federal partners working on this initiative to ensure strategies are aligned with the WIOA Combined plan.**

Q. What is meant by proposed reimbursement schedule? Is this the schedule for submitting invoices?

A. Yes, this is the schedule for submitting invoices.

Q. What is the estimated project budget? What is the not-to-exceed budget for this project? Are you able to share the level of funding allocated to this scope?

A. **The contractor should plan to spend significant time on-site in New Hampshire interviewing stakeholders, including board members; meeting with key staff from the core partners involved in the development of State WIOA Combined plan; facilitating a community listening session in each of the four regions of the state; and, attending at least two board meetings. Costs for this project will be negotiated based on the depth of proposed services. Funds budgeted for this effort fall within the \$50,000 to \$70,000 range.**

Q. Section 22 of the standard contract, FORM NUMBER P-37, (linked in Section 8.C. of the RFP) references special provisions (“Exhibit C”) that are incorporated by reference. But there’s no Exhibit C included in the sample contract. Can you provide that for our review?

A. The applicable federal requirements will be listed in Exhibit C. An example follows.

EXHIBIT C SPECIAL PROVISIONS

As a condition of this contract agreement CONTRACTOR agrees to:

1. CONTRACTOR staff funded through this agreement must agree to maintain WIOA participation confidentiality and equal opportunity federal requirements to the extent that he/she has direct contact with WJOA eligible customers in the course of carrying out the responsibilities outlined in the Statement of Work
2. Intellectual Property Clause – this agreement is 100% federally funded therefore, "The Federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant, and ii) rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.
3. If applicable, the following language needs to be included on all products developed, in whole or in part, with grant funds in accordance with the State WIOA Annual Financial Agreement:
"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use

by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate (See State Contract Form P37).
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Termination for Convenience: In addition to the Event of Default/Remedies as outlined in number eight (8) of the NH P37 Contract Document; BEA/OWO by thirty (30) day written notice, may terminate this agreement. in whole or in part, when it is in the best interests of BEA/OWO. If the agreement is for supplies and is so terminated, CONTRACTOR shall be compensated in accordance with s auditable costs to point of notification of termination. To the extent that the agreement is for services and is so terminated, BEA/OWO shall be liable only for payment in accordance with the payment provisions of the agreement for the actual services rendered to the effective date of the termination.
- (C) Certification Regarding Debarment: Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. CONTRACTOR shall certify by signature to this agreement that to the best of their knowledge, neither CONTRACTOR nor any of its principals:
 - (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency;
 - (b) have within a five-year period preceding this agreement been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and
 - (d) have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause.
- (D) Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). CONTRACTOR shall certify by signature to this agreement that they shall comply with the Clean Air Act and the Federal Water Pollution Control Act to the extent that such provisions apply to this agreement.
- (E) Compliance with Procurement of recovered materials: CONTRACTOR shall certify by signature to this agreement that they shall comply with Solid Waste Disposal Act to the extent that such provisions may apply to this agreement. See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]. CONTRACTOR shall certify by signature to this agreement that they shall comply with Solid Waste Disposal Act to the extent that such provisions may apply to this agreement.

- (F) Breach of Contract: Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms. CONTRACTOR agrees to comply with the terms and conditions as set forth in the State Contract P-37 document #8, which provides for such sanctions and penalties as appropriate.
- (G) Equal Employment Opportunity. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - (a) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title 1- financially assisted program or activity;
 - (b) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - (d) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - (e) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
 - (f) Compliance with 29 CFR part 38 and all other regulations implementing the laws listed above.
 - (g) CONTRACTOR shall agree by signature to this agreement to comply with the requirement to include equal opportunity clause outlined below. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - (h) During the performance of this contract (agreement), the contractor (CONTRACTOR) agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national

origin.

- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (i) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- U) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (H) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). CONTRACTOR shall certify by signature to this agreement that they are familiar with the Davis-Bacon Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on

Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (I) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). CONTRACTOR shall certify by signature to this agreement that they are familiar with the Contract Work Hours and Safety Standards Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (J) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. CONTRACTOR shall certify by signature to this agreement that they are familiar with the provisions of the Rights to Inventions Made Under a Contract or Agreement and shall comply with these provisions to the extent they are or become applicable to this agreement.
- (k) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. CONTRACTOR shall certify by signature to this agreement to comply with Anti Lobbying provisions as applicable.
- (I) Veterans' Priority Provisions: CONTRACTOR agrees to comply with the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Priority of service for veterans is a condition of receipt of US DOL funds.
- (M) Buy American Notice Requirement: To the greatest extent practicable, and the extent to which purchases are allowable in this Agreement, CONTRACTOR agrees to purchase American made equipment and products. (See WIOA Section 505-Buy American Requirements).
- (N) Salary and Bonus Limitations:
 - a) No funds available under this Agreement may be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under 5 U.S.C. 5313, which can be found at <https://www.opm.gov/>.

- b) In instances where funds awarded under this agreement pay only a portion of the salary or bonus, the WIOA funds may only be charged for the share of the employee's salary or bonus attributable to the work performed on the WIOA grant. That portion cannot exceed the proportional Executive level II rate. The restriction applies to the sum of salaries and bonuses charged as either direct costs or indirect costs under WIOA.
- c) The limitation described in paragraph (a) of this section will not apply to contractors (as defined in 2 CFR 200.23) providing goods and services..
- d) When an individual is working for the same recipient or Subrecipient in multiple offices that are funded by title I of WIOA or the Wagner-Peyser Act, the recipient or Subrecipient must ensure that the sum of the individual's salary and bonus does not exceed the prescribed limit in paragraph (a) of this section.