



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS
Senior Community Service Employment Program (SCSEP)
RFP DBEA 2023-10**

Section 1 – Overview and Schedule

A. Executive Summary

The Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) is soliciting Request for Proposals (RFP) on behalf of the State Workforce Innovation Board (SWIB) for a single-service provider (subrecipient) to provide services to participants enrolled in the State sponsored Senior Community Service Employment Program (SCSEP) funded through the U.S. Department of Labor. The anticipated period of performance is July 1, 2023, through June 30, 2027.

The service provider shall enroll program participants consistent with pre-determined enrollment goals and develop an equal number of work experience sites for unemployed economically disadvantaged participants 55 years of age or older to improve their employability. Through work experience sites, participants will acquire general skills, knowledge and work habits necessary to obtain and retain gainful employment.

The design and implementation of SCSEP activities is governed by federal statutes and regulations. These regulations identify specific program design policies and procedures that must be adhered to on the State and service provider level. Respondents to this RFP are strongly encouraged to review the Older American's Act (Title V) and the corresponding regulations to gain a comprehensive understanding of SCSEP program implementation and management requirements.

The proposed services will be 100% funded under the Older Americans Act of 1965 (2006 Amendments), P.L. 109-365, from an award from the U.S. Department of Labor (USDOL) Employment and Training Administration (ETA); CFDA# 17.235. The total amount of funding available per contract year is determined by US DOL annually. The contract amount available for Program Year 2023 is projected to be the same as the amount allocated for Program Year 2022 which is limited to \$424,495.00. Funding amounts for Program Years 2023-2026 will be subject to US DOL state allocations, which are typically announced in May of each year. For planning purposes, respondents should assume the same level of funding for each program year covered in this RFP (PY23, PY24, PY25, PY26).

In addition, the service provider selected to operate this project must be able to provide no less than a 10% match (cash and/or in-kind) for the total federal award received by the State. The service provider selected must also have access to non-federal funds to reimburse the State for any program cost disallowed as a result of state and/or federal monitoring and/or an audit.

Please note that the entity awarded a contract as a result of this RFP must be prepared to immediately assume responsibility for SCSEP participants currently enrolled in the State SCSEP project (approximately 32 participants) with minimal disruption in services, including payments to participants. All current participants must be placed in unsubsidized employment or exit the program for other reasons before any additional participants may be enrolled in the program.

The award of the contract is contingent on approval by Governor and Executive Council.

B. Schedule

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

EVENT	DATE	LOCAL TIME
RFP Released (Advertisement)	January 30, 2023	9:00 AM
Bidder Inquiry Period Ends	February 13, 2023	4:00 PM
Final Agency Responses to Bidder Inquiries	February 17, 2023	4:00 PM
Bidder Submit Proposals	February 27, 2023	4:00 PM
Estimated Notification of Selection and Begin Contract Negotiations	March 6, 2023	4:00 PM
Targeted Governor and Council Meeting	April, 2023	
Anticipated Contract Start Date	July 1, 2023	

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

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

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

WIOA has six main purposes:

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

In addition to WIOA Title I funds, the Department of Business and Economic Affairs, Office of Workforce Opportunity is authorized to receive a portion of the SCSEP funds that are allocated to the State to operate the State SCSEP program.

SCSEP is authorized by the Older Americans Act (Title V), as amended by Public Law 109-365 on October 17, 2006. The U.S. Department of Labor oversees and funds SCSEP; detailed information may be found at www.doleta.gov/seniors/html_docs/regs.cfm.

In accordance with Section 502 of the 2016 Older American Act Amendments, the Senior Community Service Employment Program (SCSEP) is designed to foster individual economic self-sufficiency and promote useful opportunities in community service activities (which shall include community service employment for unemployed low-income persons who are age 55 or older, particularly persons who have poor employment prospects), and to increase the number of persons who may enjoy the benefits of unsubsidized employment in both the public and private sectors.

Section 3 – Scope of Work

As the State Agency designated by the Governor of New Hampshire to serve as the grant recipient of federal funds allocated through Title I of the Workforce Innovation and Opportunity Act (WIOA), and the portion of SCSEP funds allocated to the State to operate the State SCSEP program, BEA/OWO is seeking a qualified service provider to administer the state SCSEP program. SCSEP is the only federally sponsored employment and training program targeted specifically toward low-income older individuals who want to enter or re-enter the workforce. Program participants receive job training at local public or non-profit agencies and are paid the higher federal, state, or local minimum wage, or the prevailing wage for similar employment, for approximately 20 hours per week. The dual goals of the program are to promote useful opportunities in community service job training and provide economic self-sufficiency by moving SCSEP participants into unsubsidized employment, where appropriate.

Federal regulations developed to implement the 2016 Amendments to the Older Americans Act are Final Rule 2016. These regulations provide administrative and programmatic guidance and requirements for the implementation of SCSEP. Sub recipients must abide by the requirements that are in place at the time the grants are awarded.

The following services must be provided to SCSEP participants during the contract period:

- Provide community service employment and other authorized activities for eligible individuals in the community in which such individuals reside, or in nearby communities with emphasis on “most in need” enrollees.
- Comply with an average participation cap for eligible individuals (in the aggregate) of 27 months.
- Facilitate the employment of eligible individuals in publicly owned and operated facilities and projects, or projects sponsored by nonprofit organizations (excluding political parties exempt from taxation under section 501(c) (3) of the Internal Revenue Code of 1986), but excluding projects involving the construction, operation, or maintenance of any facility used or to be used as a place for sectarian religious instruction or worship.
- Contribute to the general welfare of the community by engaging in community service assignments through Host Agencies, which may include support for children, youth, and families.
- Coordinate activities with training and other services provided under the Workforce Innovation and Opportunity Act of 2014 (WIOA), including utilizing the NH Works/American Job Centers to recruit eligible individuals to ensure that the maximum number of eligible individuals will have an opportunity to participate in the project.
- Include such training (such as work experience, on-the-job training, and classroom training) as may be necessary to make the most effective use of the skills and talents of those individuals who are participating and will provide for the payment of the reasonable expenses of individuals being trained.
- Ensure that safe and healthy employment conditions will be provided to all participants.

- Ensure that an average hourly wage is paid to participants during community service employment assignments, reflecting the higher of the local, State or Federal minimum wage as required (Part 641.565(a)), and an average hourly wage is paid to participants assigned to project administration.
- Authorize payments for necessary supportive services costs of eligible individuals that may be incurred in training in any project funded under this title, in accordance with OMB Circular A 102 and A110 (Uniform Administrative Standards 29 CFR 97.22 & 29 CFR 95.27).
- Ensure that, to the extent feasible, the project will serve the needs of eligible individuals who are identified as a minority as established in the 2019 Minority Report, eligible individuals with limited English proficiency, and eligible individuals with the greatest economic need, at least in proportion to their numbers in the area served and take into consideration their rates of poverty and unemployment.
- Prepare an assessment of the participants' skills and talents and their needs for services and provide appropriate services for participants, or refer the participants to appropriate services, through the NH Works/American Job Centers.
- Prepare a related service strategy for eligible individuals based on strategies that identify appropriate employment objectives and the need for supportive services, developed because of the assessment and service strategy; and will provide counseling to participants on their progress in meeting such objectives and satisfying their need for supportive services.

In addition, the Subrecipient will be responsible for determining participant eligibility for SCSEP, and for prioritizing eligible participants for program enrollment.

- **Eligible Participant:** An individual is eligible for SCSEP if he or she is not employed at the time of enrollment, is age 55 or older, has not previously participated in SCSEP for 48 months, and has includable family income totaling no more than 125% of the Federal Poverty Guidelines. See Appendix II for 2022 Federal Poverty Income Guidelines.
- **Priority of Service for Individuals with Multiple Barriers to Employment:** SCSEP provides priority of service to those most in need as provided at 20 CFR 641.520. These individuals:
 - Are Veterans (or eligible spouses of veterans) for purposes of §2a of the Jobs for Veterans Act, 39 U.S.C. 4215(a)
 - Are age 65 or older;
 - Have a disability;
 - Have limited English proficiency;
 - Have low literacy skills;
 - Reside in a rural area;
 - Have low employment prospects;
 - Have failed to find employment after using services provided through the NH Works/American Job Centers;
 - Are homeless or at risk of homelessness or
 - Have been incarcerated within the last five years or are under supervision following the release from prison or jail within the last five years.

Section 4 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

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

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BEA and its programs are equal opportunity employers/programs. Auxiliary aids and services are available upon request by individuals with disabilities. New Hampshire Relay Service – 711

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

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

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
RESPONSE TO RFP BEA 2023-10
Senior Community Service Employment Program (SCSEP)

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

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

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

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

B. Proposal Inquiries

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

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

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

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

C. Restriction of Contact with Agency Employees

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

D. Validity of Proposal

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

SECTION 5 - Content and Requirements for a Proposal

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

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

Letters of support are not required.

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

A. Proposal Content Requirements

1. Proposal Cover Sheet	Appendix A	Required	Pass/Fail
2. Table of Contents	with Page Numbers	Required	Pass/Fail
			100 Point Total
3. Proposal Narrative A. Required Program Activities B. Demonstrated Ability / Past Performance	Max. Ten (10) Pages Max. Eight (8) Pages	Required " "	60 Point Total 40 Points (of 60) 20 Points (of 60)
4. Conflict of Interest	Max. Two (2 Pages)	Required	Pass/Fail
5. Contractor Cover Sheet	Appendix B	Required	Pass/Fail
6. Proposal Budget A. Budget Narrative B. Budget Worksheet	Max. Four (4) Pages Appendix C	Required " Required	40 Point Total
7. Staff Job Descriptions	Appendix D	Required	Pass/Fail
8. State Assurances and Certification	Appendix E	Required	Pass/Fail
9. WIOA Assurances and Certification	Appendix F	Required	Pass/Fail
10. Programmatic Assurances	Appendix G	Required	Pass/Fail
11. Miscellaneous	Max. Five (5) Pages	Optional	

B. Proposal Format Requirements

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

SECTION 6 – Evaluation of Proposals

A. Technical Review

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

1. confirm the proposal was submitted in accordance with the specified timeline.
2. confirm all of the requested information and documentation is included in the application package.
3. verify that the proposal is complete and signed by an individual legally authorized to act on behalf of the bidder, and
4. evaluate each proposal for acceptability, based on completeness and responsiveness to requisite program criteria.

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

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

B. Selection Process

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

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

- If the results of the review indicate, in the opinion of OWO, that the bidder may not be able to fulfill service delivery expectations, OWO reserves the right to decide to not enter into a contract with the organization, regardless of the ranking and/or approval of the applicant's proposal.
- OWO may require the selected service provider to participate in negotiations and modify their proposals based on the outcome of those negotiations. OWO may decide not to fund part or the entire proposal, even though it is found to be competitive. Such decisions will be made based on

the opinion of OWO that the services proposed are not needed, the goals of the proposal do not align with goals of the SWIB, or the costs are higher than OWO finds reasonable in relation to the overall funds available.

- OWO reserves the right to modify or alter the requirements and standards as set forth in this RFP based on program requirements mandated by state or federal agencies. In such instances, OWO will not be held liable for provisions of the RFP package that become invalid.
- Additional funds received by OWO may be used to expand services with existing sub-recipients or to fund competitively rated proposals not initially funded under this RFP. These decisions shall be at the discretion of OWO.
- OWO will initiate and negotiate a contract award pending receipt of any additional documentation regarding administrative qualifications and/or any other areas of concern and/or the successful completion of contract negotiations.
- The final contract between OWO and the selected bidder is subject to the NH Governor and Council final approval.

C. Criteria for Evaluation and Scoring

Proposed Program Services – Worth 35 Points (Max of 10 Pages)

In detail, using the guidance outlined below as well as the Appendix G Programmatic Assurances, describe the proposed plan for providing services to eligible SCSEP participants consistent with SCSEP requirements outlined in the [statutes and regulations](#).

Please state the question/request before each answer to ensure reviewers can follow your responses.

1. **Recruitment and Selection of Participants** – Outline a specific plan for recruiting program participants. This plan should include activities that will be used, including how eligible individuals will be identified, where they will be recruited, how often these activities will occur, local media outlets that will be used, where outreach materials will be maintained, and the role of mandated partners that will be involved in these efforts.

Priority must be afforded to individuals who are 65 years of age or older or veterans or spouses of veterans as defined in 20 CFR 641.520(a)(2) and;

- (a) Have a disability;
- (b) Have limited English proficiency or low literacy skills;
- (c) Reside in a rural area;
- (d) Have low employment prospects;
- (f) Have failed to find employment after utilizing services provided through the One-Stop Delivery System;
- (g) Are homeless or are at risk for homelessness or
- (h) Have been incarcerated within the last five years or are under supervision following the release from prison or jail within the last five years.

2. **Income Eligibility Determination, File Maintenance, and Recertification of Income Determination:** Please view revised income definitions and income inclusions and exclusions for determining SCSEP eligibility, as described in the CFR 641 (505-510).

Briefly discuss steps to determine participant eligibility, a discussion on any pre-eligibility screenings, how and what documents will be collected for eligibility purposes, methods used to

determine accurate and complete eligibility, maintenance of said documents, and verification of information and calculations to make determinations.

Indicate how program files will be maintained locally for privacy and identify specific steps that will be taken to assure that participant records are securely stored, and access is limited to authorized personnel. Include a description of where and how participant files will be maintained for three years after the program year in which all follow-up activity for a participant has been completed.

Describe how recertification of income will start immediately after the annual poverty guidelines are published and procedures that will be implemented to ensure that they are completed. Identify how participants that are determined ineligible will be notified of their termination from the program and their right to file an appeal CFR 641 (505-510).

3. **20 CFR 641.565(b)(ii)(A) and (B), Physical Examinations - 20 CFR 641.535(a)(1), Orientation and Fringe Benefits:** Describe the process for offering physicals to participants as a fringe benefit as required under current regulations. Also, describe the process for maintaining documentation of those participants who elect to take physicals and those who waive them.

Describe participant and host agency orientation procedures, including when and how orientation will be provided, the person responsible for providing it, the mandatory elements that will be addressed, the projected amount of time that will be devoted to orientation, and measures that will be taken to ensure complete understanding of the program requirements.

Describe how participants will be informed during orientation that fringe benefits are limited to FICA, workers' compensation, the costs of physical examinations, and compensation for scheduled work hours during which the host agency is closed for approved federal holidays.

4. **20 CFR 641.535(a)(2), Assessment and 20 CFR 641.535(a)(3), Individual Employment Plan (IEP):** Describe how the assessment instrument(s) will be used to evaluate participants' interests, skills, abilities, aptitude, job readiness, and preferences, barriers to employment, the potential for transition into unsubsidized employment, and training and supportive service needs. Indicate that assessments will be conducted no less than two times during a twelve-month period.

Describe how the assessments will be used to develop each participant's IEP, how often the IEP will be updated, and how the participant will take part in this joint effort.

5. **20 CFR 641.535(a)(4), Assignment to Community Service Employment and Other Training:** Describe criteria for selecting appropriate community service assignments, the process for ensuring that community service activities provide training that prepares participants for unsubsidized employment, the process for ensuring that community service activities prepare participants for employment opportunities that are prevalent in key industries in the regional economy, the types of community service assignments, how participants will be matched with appropriate assignments.

Describe how SCSEP staff will inform host agency supervisors about each participant's training plan and their specific learning objectives and how staff will monitor participants' progress.

Describe the training that will be provided to participants in addition to the training provided as part of a community service employment assignment, including, but not limited to, training provided through the NH Works/American Job Centers. Identify the types of training to be provided (including occupation-specific training); the credential(s) that training leads to, including industry-recognized credentials, where appropriate; organizations that will provide training; how no-cost or low-cost training will be leveraged through partnerships; and how training will be linked to IEPs and the needs of the community and will help prepare participants for unsubsidized employment.

6. **20 CFR 641.550, Placement into Unsubsidized Employment and 20 CFR 641.545, Supportive Services:** Describe how staff will assist participants in developing unsubsidized employment, how they will document their job development activities with potential employers, and how they will motivate participants to look for employment. Analyze your Labor Market Data and determine if the training offered in current host agencies is preparing participants for the demands of the labor force.

Describe how partnerships will be developed with employers and what cooperative measures will be developed with Workforce Centers to help identify new employment opportunities using their resources.

Provide a list of supportive services that may be offered to help participants obtain and retain unsubsidized employment, identify organizations that may provide these services, and your working relationship with existing organizations.

7. **OAA sec. 502(b)(1)(C), Average Participation/Maximum Duration and 20 CFR 641.580, Terminations:** Describe the procedures that will be implemented to meet the average participation cap of 27 months and how procedures will be instituted to ensure that eligible individuals do not participate in the program more than the maximum duration of 48 months. Describe how procedures will be instituted to transition participants to unsubsidized employment or other assistance before the maximum duration period has expired.

Describe how participants will be informed about termination policies as it relates to the provision of false information, income ineligibility determined at recertification; incorrect initial eligibility determination; for cause; and failure to comply with the terms of the Individual Employment Plan.

8. **20 CFR 641.910, Applicant, Employee and Participant Complaint Resolution, Over-Enrollments OAA sec. 502(b)(1)(G), and OAA sec. 515 Maintenance of Effort and Services to Minorities:** Describe the system of due process for cases in which an adverse action is contemplated against a participant, an employee, or in cases in which an applicant for enrollment wishes to dispute an unfavorable determination of eligibility.

Describe how staff will institute an enrollment management system to ensure that program services are not terminated because of a lack of funds to support participant services and appropriate case management is instituted during the program year to consistently meet community service hours without fluctuations.

Describe steps that will be taken to ensure compliance with the maintenance of effort requirements and provide specific procedures that will be implemented to ensure that community service placements do not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals not participating in the program; how they will ensure that participants do not displace currently employed workers (including partial displacements, such as a reduction in the hours of non-overtime work, wages, or employment benefits); how they will ensure that participants do not impair existing contracts or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed; and how they will ensure that participants are not assigned to perform the same work or substantially the same work as that performed by an individual who is in layoff status.

Describe efforts that will be made to increase services to minority individuals in the proposed service areas, including specific actions that will be taken to actively recruit eligible minorities when quarterly reports or other SCSEP data indicate a low enrollment level. Identify specific minority groups that will be targeted and creative steps that will be taken to maximize enrollments.

9. **Staffing Requirements:** Describe how staffing requirements for the SCSEP program will be achieved. Minimum requirements are:
- A sufficient number of staff to deliver the program services without interruptions due to sickness, vacation, and vacancies.
 - Staff members shall have a job title and specified responsibilities attached to program delivery.
 - Staff must be trained in specific SCSEP policy and procedures sufficient to ensure program compliance at all time.
 - Staff must have sufficient computer literacy to perform accurate and timely data entry and other data collection functions.
 - Staff must read and sign a Statement of Confidentiality.

- Staff must complete a criminal records background check that reveals no violations or convictions that could adversely affect the participants serviced under the program.

10. Description of Organizational Capability, Programmatic and Financial

Monitoring/Management: Include an organizational chart that lists all staff that will be involved in the project and the percentage of time allocated for SCSEP activities. Also, identify the person(s) responsible for tracking and reporting the grant expenditures and any other activities related to the fiscal portion of the grant.

Include a chart that identifies methods and procedures that will be used to conduct programmatic monitoring of project activities. List the frequency of monitoring visits to host agencies and describe in detail what program offices and person(s) responsible for conducting monitoring and evaluations will be involved.

11. Collaboration /Leveraged Resources: Describe collaboration activities with other entities serving the same area to maximize opportunities for SCSEP participants to obtain intensive training services, and to move into unsubsidized employment. This includes coordination with the public workforce system and collaboration with other key organizations in the community. If applicable, describe how Memorandums of Understanding will be established, the timeline for having agreements with all proposed service areas and provide a chart with all current MOUs and proposed MOUs.

OPTIONAL: Describe any strategies for leveraging other resources, in addition to the non-federal share (i.e., the required match) from other key partners in the proposed service area(s), including organizations in both the public and private sectors to support the SCSEP program.

12. Reporting Requirements: Reporting requirements shall include both program and financial reports and will include but not be limited to the following:

- Programmatic:
 - Timely and accurate data entry in the Grantee Performance Management System case management system to ensure current information is available for Quarterly and Final Quarterly Performance Reports (QPRs).
 - A quarterly narrative progress report for submittal to BEA and USDOL.
 - A written year-end program performance report by no later than the last day of August following the program year end date.
 - Corrective action reports as deemed necessary.
 - Ad-hoc reports requested by USDOL and/or BEA as deemed necessary.
- Financial:
 - Invoice for services and related expenses shall be billed monthly. Invoices are due by the 30th of the month for the previous month's expenses.
 - Supporting documentation shall be attached to the invoice to allow BEA to comprehend and track the origins of the amount invoiced. The service provider shall maintain sufficient documentation on file in their offices to support invoices and make such documentation available for review by authorized BEA staff and/or its auditors.
 - Reporting of match funds proportional to SCSEP fund expenditures. It is understood that in-kind contributions shall be at the same proportion of total grant funds expended as it is to total grant funds budgeted. In other words, since the required Match is 10% of the total federal grant amount, then documentation of in-kind expenditures must support 10% of the actual grant funds expended each month.
 - Reporting administration costs separate from program costs consistent with federal cash management policies and procedures.
- Property Management:

- The service provider must maintain a fixed asset inventory system that clearly identifies all non-expendable property with a life expectancy of one year or more and a unit price of \$250.00 or more which is purchased or leased with SCSEP funds.
- The service provider will be required to submit to OWO a complete property inventory report that identifies all property (defined as a unit cost of \$250.00 or more) and equipment (defined as a unit cost of \$5,000 or more) at the end of each program year.

13. **Data Collection and Reporting and Performance Measures:** Describe how complete, accurate, and timely data collection and reporting will be ensured. Specifically indicate how those capturing and recording data will comply with the latest instructions for data collection, including Department guidance, such as Older Worker Bulletins, Training, and Employment Guidance Letters, (TEGL) the Data Collection Handbook, and Internet postings; how data will be submitted timely; an understanding that the Grantee Performance Management System (GPMS or designated database must be used to enter complete data related to participants that receive SCSEP services and all other mandated information).

Indicate how procedures will be instituted to help achieve the following outcome measures as established by the U.S. Department of Labor for the Senior Community Service Employment Program. Sub recipients will be required to achieve these goals or new goals that may become effective during the contract period. Subject to change after final goals are released and/or negotiated.

Performance measures must be achieved on an annual basis but are reviewed quarterly. Failure to meet performance measures can result in a corrective action plan. Failure to obtain an approved corrective action plan, or to reach outcome targets after an approved corrective action plan has been implemented, may be considered unsatisfactory performance. BEA/OWO reserves the right to terminate the contract, or any portion thereof, with sixty (60) days advance written notice, due to unsatisfactory performance.

Performance Measure	Performance Goal PY22	Performance Goal PY23 Not yet established
Quarter 2 Employment	30.90%	
Median Earnings	\$3,366	
Quarter 4 Employment	25.10%	
Service Level	128.60%	
Community Service	70.0%	
Participants Most in Need	2.77%	
Effectiveness in Serving Participant	84.50%	
Effectiveness in Serving Host Site	80.60%	
Effectiveness in Serving Employer	85.80%	

Demonstrated Ability and Past Performance – Worth 20 Points (Max of 8 Pages)

Bidders must describe demonstrated ability in the following areas, clearly articulating years of experience and measurable outcomes, including the roles of specific partners involved in achieving program goals. **Please state the question/request before each answer.**

- Describe the organization and fiscal staff experience with managing and administering federal funds.
- Please note that WIOA does require the use of accrual accounting; however, accrual reporting is required and accruals must be included on all invoices for reimbursement. Please describe your experience in managing accrual reports.
- Describe the organization's familiarity with federal financial management standards and discuss how the organization ensures compliance with those standards.
- Please provide a copy of your most recent audit report. If you do not have annual audits, attach a copy of your most recent financial statements.
- Describe your organization's mission, services provided, current customer base, funding sources, and funding stability. Describe how your proposal to serve eligible SCSEP participants aligns with your organization's goals.
- If applicable, explain if you have operated and managed a workforce development program of similar size and scope to the one proposed, and how you addressed customers' employment and training needs.
- Describe how you have collaborated and executed a project with multiple stakeholders. Include the distinct roles of each partner and the steps taken to achieve positive outcomes.
- If you have operated a SCSEP program, please give the performance measures outcomes (annual) for last two years. If not, provide similar performance information, if available.
- Summarize the relevant qualification, experience, and expertise of the proposing agency in managing federal funds and operating federally funded programs/activities.

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

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

- Each sub-recipient must maintain a written code of standards or conduct governing the performance of persons engaged in the award and administration of WIOA funds.
- Sub-recipient must disclose any potential conflicts of interest arising from relationships with state leadership, SWIB members, training providers and other service providers. [WIOA Section 121 (d) (4)]
- Any organization that has been selected, or otherwise designated to perform more than one function related to any WIOA program (Titles I, II, III, IV or V) and/or similar federally funded workforce program must develop a written plan. The plan must clarify how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA/SCSEP, corresponding regulations, relevant Office of Management and Budget circulars, and conflict of interest policy. This plan must limit conflict of interest or the

appearance of conflict of interest, minimize fiscal risk, certify that WIOA/SCSEP funded staff will not be assigned to work outside of WIOA/SCSEP deliverables as defined under contract, and demonstrate that there are appropriate firewalls within that single entity performing multiple functions.

Budget Section Requirements – Worth 40 points

Part I: Budget Narrative

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

In responding to this RFP, the bidder should plan for an annual (July 1 – June 30) budget cycle.

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

Personnel

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

Fringe Benefits

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

Travel (In-State)

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

Equipment

- In general equipment costs are not allowed for this program
- However, the State considers all purchases of \$250 or more to be treated as equipment that must be maintained on inventory and remain property of the program/state. Such purchases require prior approval from OWO.

- The provider shall return all equipment/furniture purchased with federal funds to OWO upon the termination of contract.

Supplies

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

Facility Costs (not included in indirect costs)

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

Contractual

- Please note that this RFP does not include a provision for sub-contracts. However, if the bidder is proposing a service design that includes contractual agreements the following information must be provided.
 - Describe the products to be acquired, and/or the professional services to be provided.
 - Provide the purpose of the product(s) and/or services and their relation to project success.
 - Provide the projected cost per contractor and basis for cost estimates.
 - For professional services contracts, provide the amount of time to be devoted to the project, including the proposed costs to the grant award.

Construction

- Not applicable.

Other

- Provide the purpose for the expenditures and their relation to the proposed strategy during the project period. These can include training activities and supportive services.
- Other funds must be less than or equal to 11.5% of your proposed budget.
- Costs associated with training activities and supportive services are applicable up to 10% of the "other" budget.

Total Direct Costs

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

Indirect Costs

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

Participant Wages and Fringe Benefits

- Describe the participant wages -list the percentage and total funding dollar amount allocated to participant wages and fringe benefits.
- Participant wages cannot be over 75% of the total budget.

- Please see WIOA guidance on [participant wages](#) for further information.

Administration Costs

- Administration costs are limited to 12% of the contract award.
- Indirect costs are included in the administration costs.
- In general, most cost associated with this program will fall into the direct and indirect costs category.
- Please see WIOA guidance on the [administrative cost](#) definition for WIOA.

Match Costs

- The contract must provide information on how the required 10% Match will be met and how it will be used to support program activities. For information purposes, the 10% program match for this project is determined by using the following formula.
- Divide the federal grant amount by .9 = the total grant amount
- Subtract the federal grant amount from the total grant amount = non-federal share

Total Costs

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

Part II: Budget Worksheet

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

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

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

D. Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right to:

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

SECTION 7 – Terms and Conditions Related to the RFP Process

A. RFP Addendum

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

B. Non-Collusion

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

C. Property of the Agency

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

Additionally, the funds authorized via this RFP are 100% federal funds, therefore upon contract award, the Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

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

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

D. Confidentiality of a Proposal

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

E. Public Disclosure

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Agency will post the name, rank or score of each proposer. In the event that the contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract.

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

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

F. Non-Commitment

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

G. Proposal Preparation Cost

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

H. Ethical Requirements

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates

RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

I. Challenges on Form or Process of the RFP

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

a. Debriefing of Unsuccessful Bidders

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

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

b. Protest Procedure

A bidder questioning an agency's identification of the selected vendor may request that the agency review its selection process. Such request shall be made in writing and be received by the agency within 5 business days after the rank or score is posted on the agency website. The request shall specify all points on which the bidder believes the agency erred in its process and shall contain such argument in support of its position as the bidder seeks to present.

Upon receipt of a protest, a protest review will be held by the Chair of the SWIB or his/her designee who will review the process it followed for evaluating responses and, within 5 business days of receiving the request for review, issue a written response either affirming its initial selection of a vendor or canceling the bid. In its request for review, a bidder shall not submit, and an agency shall not accept nor consider, any substantive information that was not included by the bidder in its original bid response. No hearing shall be held in conjunction with a review. The outcome of the agency's review shall not be subject to appeal.

Protests shall be submitted by email to Joseph.A.Doiron@livefree.nh.gov

Section 8 – Contract Terms and Award

A. Non-Exclusive Contract

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

B. Award

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

C. Standard Contract Terms

The Agency will require the successful bidder to execute a Firm Fixed Price/Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Attachment A.

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

Section 9 - Disclaimers and General Provisions

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

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

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

- BEA reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.
- BEA reserves the right to determine both the number of participants to enroll and the funding level for the final contract. Such determination will depend upon overall fund availability and other factors arising during the proposal review process.
- The Review Team will reject any bid submitted that is over the maximum amount of Senior Community Service Employment Program funds specified for this RFP.
- Registration with the New Hampshire Secretary of State as a Vendor is required. Bidders must provide a current copy of such certification or a copy of the submitted application for certification. The bidder may contact the NH Secretary of State at 603-271-3262 or 3266 for information on vendor registration.

APPENDICES

APPENDIX A - Proposal Cover Sheet

RFP # DBEA-2023-10

Senior Community Service Employment Program (SCSEP)

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

Check the box that most appropriately describes your organization:

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

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

_____ / _____
 (SIGNATURE of Authorized Official) Date

 (Printed NAME and JOB TITLE of Authorized Official)

APPENDIX B – Contractor Data Sheet

CONTRACTOR DATA SHEET

Page 1 of 3

(To be completed by Bidder)

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

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

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

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

If yes, list the location of your parent affiliation:

Address: _____

City: _____ State _____

4. List total number of employees:

_____ Full-time _____ Part-time/other

Authorized Signature(s)

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

Name of Firm: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Fax: _____

Email: _____

Date of incorporation: _____

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

I certify the accuracy of this information.

Signature: _____

Name and title (print or type): _____

Date: _____

APPENDIX C – Budget Worksheet

	Total Cost
ADMINISTRATION EXPENSES (12%)	
Salaries & Wages	\$
Fringe Benefits	\$
Travel	\$
Facilities	\$
Other-Please Describe	\$
TOTAL ADMINISTRATION	\$
PROGRAM WAGE & FRINGES (75%)	\$
Salaries & Wages	\$
Fringe Benefits	\$
Support Services	\$
Other-Please Describe	\$
TOTAL WAGES & FRINGES	\$
OTHER COSTS (11.5%)	
Staff Salaries & Wages	\$
Staff Fringe Benefits	\$
Support Services	\$
Other-Please Describe	\$
TOTAL OTHER	
Total Match (divide total federal funds by .9 and subtract from total)	
INDIRECT COSTS (% =)	\$
TOTAL	\$

Name of Organization:

Prepared by:

APPENDIX D – Staff Job Descriptions

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

Please identify the following:

1. Job Title

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

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

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

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

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

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

APPENDIX E – Assurances & Certifications

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

Signature of Bidder	Title	Date
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APPENDIX F – WIOA Assurances & Certifications

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

- 1) Exclusive use of the statewide/regional brand name for the NH Works development system in lieu of traditional workforce development language and organizational names in the marketing and delivery of services and programs; furthermore, will ensure to credit the SWIB and BEA for funding on all marketing and other collateral.
- 2) Consistently identify individual programs and activities in user-friendly terms.
- 3) Designate appropriate job titles for staff who work with SCSEP customers and detailed job descriptions will be available for each job title. These job titles will consistently be used with external customers.
- 4) Maintain customer files according to NH Works policies and guidance and adhere to data validation expectations.
- 5) Fully comply with the requirements of the WIOA/Older Americans Act; all Federal regulations issued pursuant to the Act(s); the NH WIOA State Plan and policies issued by the SWIB.
- 6) Administer the program in full compliance with safeguards against fraud and abuse as set forth in the law and regulations.
- 7) Ensure that the program does not discriminate against, deny benefits or employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, sexual orientation, or political affiliation, or any other non-relevant factor.
- 8) Operate the program in full compliance with health and safety standards established under State and Federal law and that condition of employment and training will be appropriate and reasonable in light of such factors as the type of work, geographical area, and proficiency of the customers.
- 9) Refer ineligible applicants to other appropriate services, including career services available at the NH Works Job Centers.
- 10) Ensure that no customer is employed to fill a job opening when any other person is on layoff from same or equivalent job, or when employer terminates the employment of any regular employee or otherwise reduces its workforce with the intention of filling vacancies with SCSEP participants
- 11) Ensure no SCSEP funds will be used for contributions on behalf of any customers to retirement systems or plans; to impair existing Subrecipients for services for collective bargaining agreements; to assist, promote, or deter union activities; or to displace any currently employed worker.
- 12) Ensure reports to the BEA or its staff will be provided in a timely fashion, as requested.
- 13) Ensure all customer information will be keyed into the client management information system, GPMS, in accordance with state and local policy, both in terms of content and timeframe expectations.
- 14) Ensure eligibility verification will be completed and documented in accordance with Federal, State, and local policy.
- 15) Ensure SCSEP funds are not used for customer loans.
- 16) Ensure the total project costs will not exceed the amount awarded in the subrecipient contract for services.
- 17) Ensure coordination of training site visits by BEA staff and federal staff on request and will fully cooperate with monitoring reviews and other site visits by any representative of OWO/US DOL.
- 18) Ensure will, in carrying out the Subrecipient, refrain from activities involving either actual or the appearance of conflict of interest according to Code of Conduct and Conflict of Interest.

- 19) Ensure will adhere to the BEA records retention policy and all US DOL financial and programmatic records (including customer files) stored by each service provider for a minimum of three years from the date the program year audit is completed.
- 20) Ensure an annual single audit performed in accordance with current Federal regulations and that upon receipt of completed audit, sub-recipient will submit a copy to the BEA within thirty days (30) unless approved for a longer period.
- 21) Ensure will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352).
- 22) Ensure will comply with the nepotism provisions as they relate to federally funded programs.
- 23) Ensure will comply with the Immigration Reform and Control Act of 1986 by completing and maintaining on file an I-9 form for each customer receiving SCSEP wages.
- 24) Ensure will comply with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, (PL 91-646) which requires fair and equitable treatment of persons displaced as a result of federally assisted programs.
- 25) Confirm that the organization is not debarred, suspended, proposed for debarment, or declared ineligible from participation in this project.
- 26) Ensure does not use federal funds for lobbying purposes. If lobbying has occurred utilizing funds other than federal funds, the sub-recipient agrees to file a disclosure report, if applicable.
- 27) That no SCSEP funding will be used for sectarian activities and that employees paid from SCSEP funds will not participate in sectarian religious activities in the execution of their job duties.
- 28) That no SCSEP funds will be used to encourage or induce the relocation of a business.
- 29) That no SCSEP funds will be used for customized or skill training and related activities after the relocation of a business until after 120 days.
- 30) That no SCSEP funds will be used for foreign travel.
- 31) That no SCSEP funds will be used to duplicate services available in the area.
- 32) Ensure that customers will not be charged fees for placements or referrals.
- 33) Ensure SCSEP financial assistance is not provided to any program that involves political activities and the sub-recipient agrees to comply with the provisions of the Hatch Act, which limits the political activity of certain state and local government employees and enrollees in federally funded programs.
- 34) That all SCSEP customers and SCSEP funded staff are aware of grievance procedures and the sub-recipient assures and certifies that the sub-recipient has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from customers/enrollees, sub-recipients and other interested parties.
- 35) The sub-recipient will comply with New Hampshire statutes, which prohibits public officials and employees from having a personal interest in any Subrecipient to which s/he is also a party in an official capacity.
- 36) The sub-recipient assures and certifies that it will comply with applicable provisions of the following laws as they relate to employment and training procedures: The Drug Free Workplace Act, the Immigration Reform Act, the Davis-Bacon Act, and Child Labor Laws.

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

Signature of Authorized Representative

Date

APPENDIX G – Programmatic Assurances

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

Recruitment and Selection of Participants

- Develop and implement methods to recruit and select eligible participants to assure maximum participation in the program.
- Use income definitions and income inclusions and exclusions for SCSEP eligibility, as described in TEGL No. 12-06, to determine and document participant eligibility.
- Develop and implement methods to recruit minority populations to ensure at least proportional representation in the assigned service area.
- Develop and implement strategies to recruit applicants who have priority of service as defined in OAA section 518(b) (1)-(2) and by the Jobs for Veterans Act (JVA). Individuals with priority include those who:
 - Are covered persons in accordance with the JVA (covered persons who are SCSEP-eligible must receive services instead of or before, non-covered persons);
 - Are 65 years or older;
 - Have a disability;
 - Have limited English proficiency;
 - Have low literacy skills;
 - Reside in a rural area;
 - Have low employment prospects;
 - Have failed to find employment after utilizing services provided through the NH Works/American Job Centers
 - Are homeless or are at risk for homelessness or
 - Have been incarcerated within the last five years or are under supervision following the release from prison or jail within the last five years.

Assessment

- Assess participants at least twice per 12-month period.
- Use assessment information to determine the most appropriate community service assignments (CSAs) for participants.

Individual Employment Plan (IEP)

- Establish an initial goal of unsubsidized employment for all participants.
- Update the IEP at least as frequently as assessments occur (twice per 12-month period).
- Modify the IEP as necessary to reflect other approaches to self-sufficiency, if it becomes clear that unsubsidized employment is not feasible.
- For participants who will reach the individual durational limit or would not otherwise achieve unsubsidized employment, include a provision in the IEP to transition to other services.
- Rotate participants to a new host agency (or a different assignment within the current host agency) based on a rotation policy approved by DOL in the grant agreement and only when an individualized determination determines that the rotation is in the best interest of the participant. Such rotation must further the acquisition of skills listed in the IEP.

Community Service Assignment (CSA)

- Base the initial CSA on the assessment done at enrollment.
- Select only designated 501(c) (3) organizations or public agencies as host agencies.

- Put in place procedures to ensure adequate supervision of participants at host agencies.
- Ensure safe and healthy working conditions at CSA through annual monitoring.

Recertification of Participants

- Recertify the income eligibility of each participant at least once every 12 months, or more frequently if circumstances warrant.

Physical Examinations

- Offer physical examinations to participants upon program entry, and each year thereafter, as a benefit of enrollment.
- Obtain a written waiver from each participant who declines a physical examination.
- Not obtain a copy or use the results of the physical examination to establish eligibility or for any other purpose.

Host Agencies

- Develop and implement methods for recruiting new host agencies to provide a variety of training options that enable participants to increase their skill level and transition to unsubsidized employment.

Maintenance of Effort:

- Ensure that CSAs do not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants. You must specifically ensure that CSAs do not:
 - Displace currently employed workers (including partial displacements, such as a reduction in non-overtime work, wages, or employment benefits).
 - Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
 - Assign or continue to assign a participant to perform the same work, or substantially the same work, as that performed by an individual who is on layoff.

Orientation: Provide orientations for its participants and host agencies, including information on:

Program Overview

- Project goals and objectives
- Participant rights and responsibilities
- CSAs
- Training opportunities
- Available supportive services
- Availability of free physical examinations
- Host agencies
- Local staff must address the topics listed above and provide sufficient orientation to applicants and participants on:
 - SCSEP goals and objectives
 - Grantee and local project roles, policies, and procedures
 - Documentation requirements
 - Holiday and sick leave
 - Assessment process
 - Development and implementation of IEPs
 - Evaluation of participant progress
 - Health and safety issues related to each participant's assignment
 - Role of supervisors and host agencies

- Maximum individual duration policy, including the possibility of waiver, if applicable
- Termination policy
- Grievance procedures

Wages

- Provide participants with the highest applicable required wage (highest of the Federal, state, or local minimum wage) for time spent in orientation, training, and community service assignment.

Participant Benefits

- Provide workers' compensation and other benefits required by state or federal law (such as unemployment insurance), and the costs of physical examinations.
- Establish written policies relating to compensation for scheduled work hours during which the participant's host agency is closed for Federal holidays.
- Establish written policies relating to approved breaks in participation and any necessary sick leave that is not part of an accumulated sick leave program.
- Not use grant funds to pay the cost of pension benefits, annual leave, accumulated sick leave, or bonuses.

Procedures for Payroll and Workers' Compensation

- Make all required payments for participant payroll and pay workers' compensation premiums on a timely basis.
- Ensure that host agencies do not pay workers' compensation costs for participants.

Durational Limits

Maximum Average Project Duration – 27 Months

- Maintain average project duration of 27 months

Maximum Individual Participant Duration – 48 Months

- Allow participants to participate in the program for no longer than 48 months
- Notify participants of your policy about the maximum duration requirement, including the possibility of an extension, if applicable, at the time of enrollment and each year thereafter, and whenever ETA has approved a change of policy.
- Provide 30-day written notice to participants before a durational limit exit from the program.

Transition Services

- Develop a system to transition participants to unsubsidized employment or other assistance before each participant's maximum enrollment duration has expired.

Termination Procedures

- Provide a 30-day written notice for all terminations that states the reason for termination and informs the participants of grievance procedures and the right to appeal.
- Maintain written termination policies in effect and provide to participants at enrollment for:
 - Provision of false eligibility information by the participant
 - Incorrect initial eligibility determination at enrollment
 - Income ineligibility determined at recertification
 - Participants who have reached their individual durational limit
 - Participants who have become employed while enrolled
 - IEP-related termination
 - Cause (a for-cause termination policy must be approved by the ETA before implementation)

Equitable Distribution

- Comply with the equitable distribution (ED) plan for each state in which the grantee operates and only make changes in the location of authorized positions within a state in accordance with the state ED plan and with prior ETA approval.
- Comply with the authorized position allocations to equitably serve participants.

Over-Enrollment

- Manage over-enrollment to minimize the impact on participants and avoid layoffs.

Collaboration and Leveraged Resources

- Collaborate with other organizations to maximize opportunities for participants to obtain workforce development, education, and supportive services to help them move into unsubsidized employment. These organizations may include but are not limited to workforce investment boards, American Job Centers (One-Stop Career Centers), vocational rehabilitation providers, disability networks, basic education, and literacy providers, and community colleges.

Supportive Services

- Provide supportive services, as needed, to help participants participate in their community service assignment and to obtain and retain unsubsidized employment.
- Establish criteria to assess the need for supportive services and to determine when participants will receive supportive services, including after obtaining unsubsidized employment..

Complaint Resolution

- Establish and use written grievance procedures for complaint resolution for applicants, employees, sub-recipients, and participants.
- Provide applicants, employees, sub-recipients, and participants with a copy of the grievance policy and procedures.

Maintenance of Files and Privacy Information

- Maintain participant files for three program years after the program year in which the participant received his/her final follow-up activity.
- Ensure that all participant records are securely stored by grantee or sub-recipient and access is limited to appropriate staff to safeguard personally identifiable information.
- Ensure that all participant medical records are securely stored separately by grantee or sub-recipient from all other participant records and access is limited to authorized staff for authorized purposes.
- Establish safeguards to preclude tampering with electronic media, e.g., personal identification numbers (PINs) and SPARQ/GPMS logins.
- Ensure that the ETA/SCSEP national office is immediately notified by the grantee in the event of any potential security breach of personal identifying information, whether electronic files, paper files, or equipment are involved.
- Comply with and ensure that authorized users under its grant comply with all SPARQ/GPMS access and security rules.

Documentation

- Maintain documentation of waivers of physical examinations by the participant.
- Maintain documentation of the provision of complaint procedures to participants.
- Maintain documentation of eligibility determinations and recertifications.
- Maintain documentation of terminations and reasons for termination.
- Maintain records of grievances and outcomes.

- Maintain records required for data validation.
- Maintain documentation of monitoring reports for sub-recipients and host agencies.

Data Collection and Reporting

- Ensure the collection and reporting of all SCSEP required data according to specified time schedules.
- Ensure the use of the OMB-approved SCSEP data collection forms and the SCSEP Internet data collection and evaluation system, SPARQ/GPMS.
- Ensure that those capturing and recording data are familiar with the latest instructions for data collection, including ETA administrative issuances, e.g., TEGs, the Data Collection and Data Validation Handbooks, and Internet postings on the Ask the Experts and SCSEP-Help Desk Websites.
- Ensure data are entered directly into the SPARQ/GPMS.

I certify that my organization will comply with each of the listed requirements and will remain in compliance for the program year(s) for which we are submitting this proposal

Signature of Authorized Representative

Date