REQUEST FOR PROPOSAL

NUMBER
13-03 NCAC

Nashville Career Advancement Center

"Your Regional Workforce Partner"

CONTRACT FOR IN-SCHOOL YOUTH SERVICES FOR DAVIDSON COUNTY

TERRY CORBIN
CONTRACT ADMINISTRATOR

This proposal solicitation document is prepared in a Microsoft Word (Office for Windows) format. Any alterations to this document made by the Proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Metropolitan Government.

TTY: 1-800-848-0298

NOTICE TO PROPOSERS

There may be one or more amendments to this proposal solicitation. To receive notices of any such amendments, you must provide the information requested below to the Contract Administrator, Terry Corbin. This form may be submitted in person, via fax (615-862-8910) or by e-mail (Terry.Corbin@Nashville.gov).

Note: Amendments will be sent via e-mail only and are exclusive to those individuals/organizations that complete this form and submit it in a timely manner.

RFP Number _____

Organization _____

Phone Number _____

Contact person _____

E-mail address _____

E-mailed amendments will be sent in a Microsoft Word (Office for Windows) format. Any alterations to the document made by the Proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to NCAC.

Amendments will be posted at http://www.nashville.gov/Finance/Procurement/Purchasing/BOB-Outside-iSupplier.aspx and at http://www.nashville.gov/Nashville-Career-Advancement-Center/Youth.aspx .

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PART I: INTRODUCTION/OVERVIEW

A. Purpose/Objective

The Nashville Career Advancement Center (NCAC), as the administrative entity for the Middle Tennessee Workforce Investment Board (MTWIB), administers Workforce Investment Act programs in Davidson County in the State of Tennessee.

With this Request for Proposal (RFP), NCAC is seeking a provider(s) of services for **In-School Youth in Metropolitan Nashville Davidson County**. Services provided through this RFP are envisioned to be a partnership with the Academies of Nashville and offered in close alignment with one or more specific Academies and/or Pathways. All services should support student achievement, graduation, and transition to employment or Post-Secondary education. For more information about the Academies of Nashville, please see the attached link: http://www.mnps.org/Page68146.aspx.

With this RFP, NCAC and the MTWIB seek to partner with an organization or program whose current mission and/or program focus is to provide services to youth at risk of not graduating from high school, who have existing relationships with one or more of the Academies of Nashville, and who can act as a conduit for services or resources that support eligible young people in achieving their career and personal goals.

The Workforce Investment Act **requires** that youth funds be used to implement programs for eligible youth through the development of individualized service strategies that identify employment goals and other appropriate achievement objectives. These programs must also include the following ten allowable activities or elements:

- **Tutoring**, study skills training and instruction leading to completion of secondary school, including dropout prevention strategies;
- **Alternative secondary school services**, as appropriate;
- **Summer employment opportunities** that are directly linked to academic and occupational learning;
- **Paid and unpaid work experiences**, including internships and job shadowing as appropriate;
- **Occupational skills training** as appropriate;
- **Leadership development opportunities**, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours, as appropriate;

- **Supportive Services;**

- **Adult mentoring** for the period of participation and a subsequent period, for a total of not less than twelve months;

- **Follow-up services** for not less than twelve months after the completion of participation, as appropriate; and

- **Comprehensive guidance and counseling,** and referral as appropriate.

Not every youth will require every service. The successful Proposer will have the discretion to determine what specific program services will be provided to a youth participant, based on each participant's objective assessment and individual service strategy. Because the services being sought with this RFP are expected to operate in conjunction with one or more of the Academies of Nashville, NCAC understands that many of these services may be provided directly through Metro Nashville Public Schools, but may also be provided through an additional combination of referrals, partnerships and direct service provision. All contractors providing youth services must ensure that the ten elements listed above are available as appropriate to all participating youth.

In addition, from experience, NCAC recognizes that effective comprehensive services also include the following elements:

- **A Comprehensive Service Delivery Strategy** that not only includes the ten required elements, but also represents thoughtful integration of your organization's mission, vision, and expertise, with the strengths and supports offered through the connected Academy or Pathway into a theory of change that anticipates the achievement of the performance outcomes specified in WIA;

- **Integration of Positive Youth Development.** NCAC uses the Nashville Youth Coalition's Five Principles for Positive Youth Development. These principles were developed by local youth-serving organizations, including NCAC, who committed to give all of the area's young people a consistent experience of the five principles of Positive Youth Development at home, at school, in their neighborhoods, and wherever they go. NCAC requires that proposals integrate these principals into their strategy for service delivery;

- **Attention to the Practices of Quality Program Management** that promote attainment of performance expectations, create a culture of continuous improvement, cultivate meaningful relationships that expand the services and resources available to participants, and maintain the highest possible levels of administrative and fiscal integrity and compliance.

NCAC reserves the right to contract with a **single comprehensive provider of services or to make multiple awards** to several providers to achieve a unified system of services designed to meet the needs of the targeted population in accordance with the requirements of the Workforce Investment Act of 1998. **Please note that the Workforce Investment Act strictly defines an eligible youth (see Attachment D*, WIA Applicable Sections*). Expenditures not directly benefiting an eligible youth are prohibited.**

B. Background

NCAC is seeking to partner with community providers to engage in activities with In-School Youth who meet the following eligibility criteria:

1. Is age 14 through 21; and,
2. Is a low income individual, as defined in the WIA section 101(25); and
3. Is within one or more of the following categories:
    a. Deficient in basic literacy skills;
    b. School dropout;
    c. Homeless, runaway, or foster child;
    d. Pregnant or parenting;
    e. Offender; or
    f. Is an individual (including a youth with a disability) who requires additional assistance to complete an educational program.

C. Inquiries

Questions related to this RFP should be directed to the Contract Administrator, Terry Corbin, no later than 3:00 p.m. on July 5, 2013. The contact information is as follows:

Mailing address: 621 Mainstream Drive, Suite 210, Nashville, TN 37228
E-mail address: Terry.Corbin@Nashville.gov
Fax number: (615) 862-8910

Phone number: (615) 862-8890, ext. 77426

Submit questions in writing, preferably via e-mail. Include the RFP number, page and paragraph number for each question. If you mail the questions, do not place the RFP number on the outside of the envelope containing questions. The

Contract Administrator may identify such an envelope as a sealed proposal, and may not open it until after the official RFP due date. **Proposers must clearly understand that the only official answer or position of NCAC will be the one stated in writing.**

D. Method Of Source Selection

NCAC is using the Competitive Sealed Proposals method of source selection for this procurement.

An award(s), if made, will be given to the ***Responsive*** and ***Responsible*** Proposer(s) whose proposal is most advantageous to NCAC, taking into consideration price and the other factors set forth in this Request for Proposal. NCAC will not use any other factors or criteria in the evaluation of proposals received.

NCAC may, as it deems necessary, conduct discussions with ***Responsive*** and ***Responsible*** Proposer(s) determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, solicitation requirements.

E. Pre-Proposal Conference

A Pre-proposal Conference will be held at 1:30 p.m. on June 17, 2013 in the Cumberland Room of the NCAC Workforce Campus, 621 Mainstream Drive, Suite 210, Nashville, TN. NCAC urges all prospective Proposers to attend.

F. Minimum Criteria NCAC Will Use to Determine if the Proposal is "*Responsive*"

- Does the proposal submitted conform in all material respects to the solicitation?
- Specifically, were minority-owned and/or women-owned business enterprises (MWBE) considered and contacted in a timely manner for this contract proposal (Good Faith Effort)?
- Is there sufficient documentation provided with the proposal to demonstrate that a Good Faith Effort was made? See Attachment A, Form 9, *Good Faith Efforts* for details.

G. Minimum Criteria NCAC Will Use to Determine if the Proposal is "Responsible"

- Does the Proposer demonstrate an understanding of NCAC's needs and proposed approach to Youth services?

- Does the Proposer possess the ability, capacity, skill and financial resources to provide the service?

- Can the Proposer take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?

- Does the Proposer have the character, integrity, reputation, judgment, experience and efficiency required by the contract?

- Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capacity to perform the contract NCAC seeks to establish through this RFP?

- Does the Proposer purport to perform the work as at a fair and reasonable cost?

H. Minimum Criteria NCAC Requires Of Each Proposer

- Provide an objective assessment of each youth participant that meets the requirements of *WIA section 129 (c) (1) (A)* (See Attachment D), and includes a review of the academic and occupational skill levels, as well as the service needs of each youth.

- Develop an individual service strategy for each youth participant that meets the requirements of *WIA section 129(c) (1) (B)* (See Attachment D), including identifying a career goal and consideration of the assessment results for each youth.

- Provide preparation for postsecondary educational opportunities, provide linkages between academic and occupational learning, provide preparation for employment and provide effective connections to intermediary organizations that provide strong links to the job market and employers.

- The Proposer will be responsible for recruitment and eligibility determination for all participants, including pre-assessment of basic skills. Referrals from other Department programs are acceptable. The Proposer will provide quarterly milestones for program enrollment and will be responsible for the final determination of eligibility.

- The Proposer will commit to the performance objectives as outlined in Part II of this RFP. Percentages are subject to negotiation during the contracting phase. Actual percentages will be based on NCAC's negotiations with the State with regards to performance and performance of current contractors. Performance definitions are subject to change with changes in legislation and policy.

- The Proposer will commit to the reporting requirements of NCAC, including data entry in a database designated by the State.

I. Projected Timetable

The following projected timetable should be used as a working guide for planning purposes. NCAC reserves the right to adjust this timetable as required during the course of the RFP process.

Event	**Date**
RFP Issued	June 3, 2013
Pre-Proposal Conference	June 17, 2013
Deadline for Submittal of Questions	July 5, 2013
Proposals Due	July 12, 2013
Contract Start Date (Anticipated)	January 1, 2014

PART II: GENERAL DESCRIPTION OF REQUIRED PERFORMANCE OUTCOMES

Youth who participate in the proposed program(s) will demonstrate the following:

A. *Placement in Employment or Education*: Of those who are not in post-secondary education or employment (including the military) at the date of participation: The number of youth participants who are in employment (including the military) or enrolled in post-secondary education and/or advanced training/occupational skills training in the first quarter after the exit quarter divided by the number of youth participants who exit during the quarter;

B. *Attainment of a Degree or Certificate:* The number of youth participants who attain a diploma, GED, or certificate by the end of the third quarter after the exit quarter divided by the number of youth participants who exit during the quarter; and

These measures are subject to modification per changes in the pertinent legislation and regulation.

The successful Proposer will be requested to enter into a 12-month contract with an option to renew up to four (4) one-year extensions. Based on the outcomes and cost effectiveness of the Proposer's first contract period, NCAC will consider an agreement for renewal.
Proposals that include occupational training <u>provided by the contractor</u> must include the following information:

- The skills, knowledge, attitude and behavior to be taught; **and**

- The length of the training course in terms of days, weeks and hours; **and**

- Methodology to be utilized in creating/assigning work study plans; **and**

- Training modules and counseling approaches; **and**

- Teacher/student ratio; **and**

- The levels of achievement to be attained which will enhance the youth's employability and opportunities for work experience; **and**

- Attainment of academic credit for grade level promotion and/or demonstrated contribution to graduation from high school or high school equivalent; **or**

- Occupational prerequisites for state licensure in a demand occupation or field; **or**

- An industry recognized certification, acceptable to relevant occupational employers.

Programs must provide skills training only in those occupations for which needs are demonstrated either by:

- The Source (Labor Market Information Software by Tennessee Department of Labor and Workforce Development); **or**

- Written survey of area employers; **or**

- Written commitment from employer(s) to hire trainees upon completion.

PART III: CONSTRAINTS ON THE CONTRACTOR

A. All activities must be located within Davidson County, in the state of Tennessee.

B. No funds shall be used to develop or implement education curricula for school systems.

C. None of the funds made available under this Act may be used to provide funding under the School-to-Work Opportunities Act of 1994.

D. The target population group for this proposal is an individual who:

    1. Is age 14 through 21; **and**

2. Is a low income individual, as defined in the WIA section 101(25); **and**

3. Is within one or more of the following categories:

    a. Deficient in basic literacy skills;

    b. School dropout;

    c. Homeless, runaway, or foster child;

    d. Pregnant or parenting;

    e. Offender; or

    f. Is an individual (including a youth with a disability) who requires additional assistance to complete an educational program.

PART IV: CONTRACTOR PERSONNEL REQUIREMENTS

A. The Contractor must provide one point of contact for NCAC.

B. Educational/Training Standards for Instructors:

1. All academic and occupational program instructors must be State certified and/or eligible for State certification; **and**

2. Petitions for exceptions must be submitted to NCAC for review and possible waiver of State certification. The responder, prior to any payment for services being made, must produce proof of certification.

3. Contractor shall comply with the requirements of T.C.A. 49-5-413 as modified by H.B. 1017, Public Chapter 480 as it relates to the employee background check process. This shall include the completion of a TBI fingerprint background check for all current employees that come into contact with Youth, as well as for all future employees prior to coming in contact with Youth.

PART V: CONTRACTOR RESPONSIBILITIES

A. The successful Proposer will have the discretion to determine what specific program services will be provided to a youth participant, based on each participant's objective assessment and individual service strategy.

B. The successful Proposer will ensure that, when appropriate, the primary goal for a youth is to attain basic skills toward achievement of the required credits for a high school diploma including preparation and remediation for End of Course examinations for in-school youth and for a diploma or equivalent for out-of-school youth.

C. Proposers who propose summer youth activities must provide evidence that summer work-based learning experiences for youth are related to their career goals and integrated with their educational plan required by the Department of Education.

D. In regards to Non-Discrimination, notwithstanding any other provision of this contract, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Metropolitan Government of Nashville and Davidson County's (Metro's) contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. Accordingly, upon request, all successful Proposers entering into contracts with Metro shall be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

E. In regards to effective communication, NCAC will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

F. In accordance with Section 508 of the Rehabilitation Act of 1973, Metro agencies that develop, procure, maintain, or use electronic and information technology, shall provide that information to their employees with disabilities so that they have access to and use of information and data that is comparable to the access and use by other employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 guidelines are also being followed so that individuals with disabilities, who are members of the public seeking information or services form a Metro agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

PART VI: NCAC RESPONSIBILITIES

NCAC shall provide to the Contractor:

- A single point of contact.
- Labor Market information for the service delivery area and the state as a whole.
- Expected performance outcomes as determined by NCAC.
- Technical assistance and guidance in the interpretation of laws and regulations governing this contract.
- Connection to other available services through its link to the one-stop system of Tennessee.

PART VII: NCAC'S RIGHT TO INSPECT/MONITOR

NCAC shall have the right to inspect/monitor any facility or project site where the services performed under the resultant contract are performed.

PART VIII: TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the Contract for Services (see Attachment B, *Sample Contract*). No service or part of this implementation shall be subcontracted without the written consent of NCAC.

PART IX: PROCUREMENT NONDISCRIMINATION PROGRAM REQUIREMENTS

A. The consideration and content of minority-owned and/or woman-owned business enterprises (MWBE) is required for a Responsive offer. Metro's Business Assistance Office (BAO) has a listing of known Metro registered and certified MWBE firms, which can be found online at http://www.nashville.gov/Finance/Procurement/Minority-and-Women-Business-Assistance-(BAO)/SMWBE-Lists-and-Forms.aspx. You are encouraged to reach out and develop additional MWBE firms for inclusion in your offer, but they must be registered online with Metro prior to the proposal time and date.

B. The provision of the following items as part of the proposal package is a minimum requirement for a responsive proposal:

1. **Covenant of Nondiscrimination** – Your organization has committed to the Covenant of Nondiscrimination when registering with Metro to do business. To review this document, go to Nashville.gov and visit the

Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each proposal).

2. **Statement of Interested, Notified, Bid Amount, and Successful MWBE's Selected** – Each proposer must provide the enclosed form (see Attachment A, Form 11, *Statements of Interested, Notified and Successful Subcontractors*) indicating that the proposer has delivered written notice to at least three (3) certified MWBE's if use of MWBE's is reasonable and if BAO can provide at least three (3) MWBE's for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of the several required responses on the form.

3. **Letter of Intent to Perform as a Subcontractor/Joint Venture** – In the event that a proposer submits the use of subcontractor, suppliers and/or joint ventures, a letter of intent signed by both the subcontractor/supplier/joint venturer must be submitted to Procurement by the end of the second business day following issuance of the intent to award letter (see Attachment A, Form 10, *Letter of Intent to Perform as a Subcontractor/Joint Venture*).

4. **Registration and Certification** – To be considered for the purpose of being responsive, the subcontractor, supplier and/or joint venturer must be registered online with Metro by the proposal due date. Certification is required at the time the proposal is submitted.

5. Proposers who desire assistance in locating potential MWBE subcontractors and suppliers are encouraged to contact the Office of Minority and Woman Business Assistance by phone at (615) 880-2814 or by e-mail at bao@nashville.gov .

PART X: INSTRUCTIONS FOR PROPOSAL

A. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification. A score below 70 will be considered a non-responsive RFP.

B. Acknowledgment of Insurance Requirements

By signing its proposal, a Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted. Otherwise, NCAC may rescind its acceptance of the Offeror proposal. The

insurance requirements are attached (see Attachment C, *Insurance Requirements*).

C. Delivery of Proposals

All proposals are to be delivered before 3:00 p.m. on July 12, 2013 to:

Nashville Career Advancement Center
Terry Corbin, Contract Administrator
621 Mainstream Drive, Suite 210
Nashville, TN 37228

NCAC will not accept any proposals received after 3:00 p.m. and shall return such late proposals to the Proposer.

Proposers must submit one (1) original, and seven (7) numbered copies of the proposal (total of 8). List the Proposal Number on the outside of the box and note "Request for Proposal Enclosed." Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

D. Evaluation of Proposals (Procedure)

NCAC will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Proposers should exercise particular care in reviewing the Proposal Format required for this RFP.

The detailed evaluation that follows the initial examination may result in more than one finalist. At such time, NCAC may request presentations/demonstrations by Proposers, and carry out contract negotiations for the purpose of obtaining best and final offers.

NCAC reserves the right to request that the Executive Director withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Receipt of a proposal by NCAC or a submission of a proposal to NCAC offers no rights upon the Proposer nor obligates NCAC in any manner.

NCAC reserves the right to request that NCAC Executive Director waive minor irregularities in proposals, if such action is in the best interest of NCAC. Any such waiver shall not modify any remaining RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the Contract.

E. Ambiguity, Conflict or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the Request for Proposal, it shall immediately notify NCAC of such error

in writing and request modification or clarification of the document. NCAC will make modifications by issuing a written revision, and will give written notice to all parties who have received this RFP from NCAC.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

F. Proposals and Presentation Costs

NCAC will not be liable in any way for any costs incurred by any Proposer in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

G. Rejection of Proposals

NCAC reserves the right to accept or reject in whole or in part, any or all proposals submitted. NCAC shall reject the proposal of any Proposer that is determined to be non-responsive. The unreasonable failure of a Proposer to supply promptly information in connection with respect to responsibility may be grounds for a determination of non-responsive.

H. Acceptance of Proposals

NCAC shall accept all proposals that are submitted properly. However, NCAC reserves the right to request clarifications or corrections to proposals.

I. Requests for Clarification of Proposals

Requests for clarification of proposals by NCAC shall be in writing. Said requests shall not alter the vendor's pricing information contained in its cost proposal.

J. Validity of Proposals

All proposals shall be valid for a period of 120 days from the submission date.

K. Proposal Evaluation Panel and Evaluation Factors

A panel approved by the Executive Director will evaluate proposals. Other agencies and consultants of NCAC also may examine documents.

There are several factors to be considered in the evaluation of proposals. While NCAC believes all these items to be of importance, they are numerically ranked as follows:

POINTS	SECTION
50	Comprehensive Service Delivery Strategy
20	Positive Youth Development
30	Quality Program Management
100	**TOTAL**

L. Response Format

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in the RFP. Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's approach and ability to meet NCAC's needs, as stated in the RFP. Failure by a Proposer to include all listed items may result in the rejection of its proposal.

ALL documents must be on 8 ½" x 11" sized paper and printed on ONE SIDE ONLY. All copies of the proposal should be bound in a THREE-RING BINDER for uniformity and ease of handling. The binder must be organized with each section clearly labeled, pages numbered and separated by tabs.

First, complete the following forms and include in this order at the beginning of the notebook (prior to Tab I):

- Form 1: Cover Page
- Form 2: Organizational Information and Certification

Second, address **Part V: Contractor Responsibilities** in responding to the following:

Tab I: Comprehensive Service Delivery Strategy

I. Identify the population your proposed program will serve.

   A. Describe your organization's history of service in Davidson County.

   B. Identify the specific Academies and/or Pathways with which you partner. Describe your history with the specific Academy or with the high school itself. Include any outcomes related to high school completion, post-secondary access and admission, and/or employment readiness that you may have achieved in partnership with the school or Academy.

II. Describe your comprehensive service delivery plan.

A. Provide your organization's mission. Describe how the proposed plan fits within the mission of the organization as a whole. Provide an organizational chart that identifies where the proposed program will fit in the organization's structure.

B. Provide a logic model identifying how and why your proposed program will deliver the mandatory program performance outcomes.

C. Provide a brief description of your plan for service delivery. Include a description of program components and activities, and anticipated duration of program participation. In addition, specifically include how you will address the following mandatory requirements:

1. Provide an objective assessment of each youth participant that meets the requirements of *WIA section 129 (c) (1) (A)* (See Attachment D), and includes a review of the academic and occupational skill levels, as well as the service needs of each youth. Where possible, identify where assessment tools and resources may be shared between MNPS and the proposer.

2. Develop an individual service strategy for each youth participant that meets the requirements of *WIA section 129(c) (1) (B)* (See Attachment D), including identifying a career goal and consideration of the assessment results for each youth.

3. Provide preparation for postsecondary educational opportunities, linkages between academic and occupational learning, preparation for employment and effective connections to intermediary organizations that offer strong links to the job market and employers.

4. The Proposer will be responsible for recruitment and eligibility determination for all participants, including pre-assessment of basic skills. Referrals from other Department programs are acceptable. The Proposer will be responsible for the final determination of eligibility.

5. The Proposer will commit to the performance objectives as outlined in Part II of this RFP. Percentages are subject to negotiation during the contracting phase. Actual percentages

will be based on NCAC's negotiations with the State with regards to performance and performance of current contractors. Performance definitions are subject to change with changes in legislation and policy.

6. The Proposer will commit to the reporting requirements of NCAC, including data entry in the eCMATS database. This database is the primary data collection tool for Workforce Investment Act program information and is mandated by the State.

D. Demonstrate past success with delivering as many of the Ten WIA Elements (as defined in Part I Section A) as applicable. This evidence may include direct provision of services or can take the form of referral history, partnerships and/or collaborations that link youth with outside services or providers that deliver WIA Elements. Include any Memoranda of Understanding, Letters of Agreement, or other formal partnership agreements that may be relevant. Specify which of the WIA Elements are covered in each case.

Tab II: Positive Youth Development

I. Promote a Sense of Physical, Social and Emotional Safety. Youth must feel as though the adults in this setting will protect them from any harm. They also must feel they are valued and accepted by the group.

A. Describe the locations where services to youth will be provided, including social media websites. Provide your program's policies and procedures regarding maintaining safety for and confidentiality of clients in all arenas, including online.

B. Identify the steps that you have taken in the past to ensure that staff has the appropriate cultural competency skills to address the variety of different cultures, races and ethnicities that may be served by your organization.

II. Encourage Relationship Building. Young people need many supportive long-term relationships to help them navigate their adolescence. They need guidance from caring adults as well as emotional and practical support from their peers.

A. Describe how your program recruits staff. Include, where possible, position descriptions and qualifications for staff. Identify strategies your organization has used in the past to intentionally seek to hire staff of diverse backgrounds relevant to supporting the program's mission, including individuals with backgrounds that reflect those of youth participants.

B. Describe how your program trains staff. Describe how the program or agency has invested in staff development as part of a management strategy to build staff capabilities, reduce staff turnover, and achieve program goals in the past. Include how the program has involved staff in the past in setting and regularly assessing staff performance goals.

III. Foster Meaningful Youth Participation. Youth must have an active role, voice and choice in shaping their experiences. They must have the opportunity to practice and develop leadership skills, and they must know their contributions are valuable.

A. Describe how your program integrates youth voice and choice into the assessment process. Describe assessment tools you have used in the past; be as concrete as possible. (Examples of types of assessments used might include, but are not limited to, academic assessments, career interest and aptitude assessments, life skills assessments and/or clinical interviews). Demonstrate past success with utilizing assessments in developing goals or activities for youth.

B. Describe your process for updating participant goals and activities over a prolonged period of program participation (12 to 24 months). How do you include participant voice and choice in that process?

IV. Provide Opportunities for Building Purpose. Young people must live purposefully and contribute in meaningful ways. Creating opportunities for youth to become involved in the community and for community members to interact with youth is a powerful way to foster a sense of purpose and develop positive values.

A. Describe how your program will integrate with the career or thematic focus of the Academy with which it partners. Describe any connections or links with the Academy's business or post-secondary partners that will impact your service delivery and opportunities for youth.

B. Describe how your program will address college access, persistence and completion. Identify if your program has experience with the A6 framework (http://a6framework.org/) or a similar tool for assessing resources available to your young people for college access. Provide concrete examples of how your program supports college-going in each of the A6 areas (Aspiration, Awareness. Achievement, Affordability, Actualization, Attainment).

C. Describe how your program will integrate leadership and service skills and opportunities for young people. Identify if your program has experience with supporting student directed service projects or capstone experiences.

V. Engage Youth in Learning Experiences that Build Valuable Life Skills. Young people need opportunities for experiential learning that will help them build skills needed to succeed in every area of life.

A. Describe how your program will improve the basic literacy and numeracy skills of all participants as needed and as relevant to the individual goals of the young person. Proposers should have formalized relationships with the specific high schools and Academies with which they are partnered and where possible, appropriate academic interventions should be built into as many activities as possible.

B. Describe how your programs will integrate supportive services into other program activities and elements and larger strategies for performance and outcomes achievement.

Tab III: Quality Program Management

I. Describe how your organization creates a culture of data-driven decision-making and accountability.

A. Describe any information management systems your organization has used in the past. Are you able to create and generate reports relevant for documenting participant and program progress? Describe how such information is used.

B. Describe how your program has considered cost-effectiveness when designing and reviewing services in the past. How did the program

balance the need for cost-effectiveness against achieving desired outcomes for young people?

C. Demonstrate past success with and ability to track program performance and/or outcomes. Include a description of previous outcomes from other successful initiatives and describe past experience with capturing and reporting performance information. If you have previously administered a WIA Youth-funded program, please provide your outcomes measures for the most recent performance year as well as the performance targets for the LWIA you served.

D. Please provide a copy of your program or your organization's strategic and organizational goals. Describe how your organization sets its goals and creates action plans for how it will achieve its goals. How does the organization communicate information internally and externally about the results of its activities?

II. Identify the meaningful collaborative partnerships currently in place to support your proposed program. Describe the resources and services for youth your program has leveraged in the past through collaborative relations and/or shared locations and services with other youth serving programs, organizations and/or school systems. These services may or may not be above and beyond the services required in the Ten WIA Elements.

III. Describe your organization's financial management infrastructure.

A. Describe the qualifications of your Financial Management staff; what is their experience with administering Federal grants?

B. Identify the sources of financial and in-kind support other than through NCAC that will be available to this program should it be awarded.

Tab IV: Budget

Complete and include here all Budget Forms (see Attachment A, *Forms 3-8*). Each form is to be completed in accordance with the instructions as contained on the forms. Each form must be addressed with a response, or an indication that the question is not applicable (NA) to the proposal.

Tab V: Procurement Nondiscrimination

Complete and include here relevant forms (see Attachment A, *Forms 9-11)*. Submit additional documentation as necessary.

ATTACHMENT A

FORMS AND CERTIFICATIONS

FORM/CERT	SUBJECT MATTER OF FORM
1	Cover Page
2	Organizational Information and Certification
3	Summary Budget
4	Breakout Budget #1
5	Breakout Budget #2
6	Breakout Budget #3
7	Breakout Budget #4
8	Breakout Budget #5
9	Good Faith Efforts
10	Letter of Intent to Perform as a Subcontractor/Joint Venture
11	Statements of Interested, Notified and Successful Subcontractors

FORM 1
COVER PAGE

APPLICANT AGENCY	
Agency Name	
Agency Head	
Title	
Address	
E-mail	
Telephone	
Fax	

AGENCY TYPE
(check all that apply)

Governmental _____

School District _____

For-Profit _____

Not-For-Profit _____

IRS 501(c)(3) Certificate in Place _____

IRS 501(c) (3) Certificate Pending _____

PROPOSED PROGRAM		
	In-School Program	**Out-of-School Program**
Program Name		
Program Lead		
Title		
Address		
E-mail		
Telephone		
Fax		
Funds Requested	**$**	**$**
Projected # Participants		

FORM 2

ORGANIZATIONAL INFORMATION AND CERTIFICATION

Organization Name:	
Federal Employer I.D. #:	
Organization Operates As:	An Individual _____
	A Partnership _____
	A Public Agency (specify) _____
	A Corporation Incorporated Under the Laws of the State of (specify) _____
Organization Is:	Community Based Organization _____
	Minority-Owned Enterprise _____
	Female-Owned Enterprise _____

THE PROPOSER CERTIFIES THAT:

Without Exception	With Exception	**NOTE: If any of these questions are answered with exception, please explain in full on a separate attached sheet.**
		It has no outstanding liens, claims, debts, judgments or litigation pending against it, which would materially affect its programmatic or financial abilities to implement and carry out its proposed program.
		It is current in its payment of applicable federal, state and local taxes.
		It is free and clear of any questioned or excepted audited costs or of any management and financial practices.
		It is not currently under probation or suspension status from any regulatory agency in which it is governed.
		The cost and pricing data submitted with this proposal is representative of only those reasonable, allowable and allocable costs necessary for carrying out the proposed program.
		It understands the requirements of this RFP and WIA promulgated rules and regulations.
		It has not been debarred by an action of any government agency.
		It is authorized to submit this proposal in accordance with the policies of its governing body.
		The information contained herein is true and correct to the best of its knowledge.

By my signature, I certify that I am empowered to act on behalf of the proposing organization in submitting this proposal.

Authorized Signature_____ **Date**_____

Print Name_____ **Title**_____

FORM 3: SUMMARY BUDGET

PROPOSER: _____

		OUT-OF-SCHOOL YOUTH		IN-SCHOOL YOUTH		TOTAL	
	ITEM	PROPOSED BUDGET	IN-KIND CONTRIBUTION	PROPOSED BUDGET	IN-KIND CONTRIBUTION	PROPOSED BUDGET	IN-KIND CONTRIBUTION
1A	Personnel - Staff Salaries						
1B	Personnel - Staff Fringe Benefits						
1C	Youth - Salaries						
1D	Youth Fringe Benefits						
2	Staff Travel						
3	Occupancy - Rent, Utilities, etc.						
4	Comm. - Postage, Phone, etc.						
5	Materials, Supplies, Printing & Copying						
6	Furniture, Office Equip., Computers, etc.						
7	Participant Training – Direct Benefit						
8	Participant Support – Direct Benefit						
9	Other Expenses						
	TOTALS						
No. of Participants Served							
Cost Per Participant (# Participants/Total)							

Note: When completing the Breakout Budget Forms, "Administrative Costs" are generally considered those program expenses that cannot be directly attributed to participant services (i.e., an executive director's salary that provides no direct service to participants, the accounting staff, etc.). The WIA definition of Administrative Cost can be found at this USDOL web address: http://www.doleta.gov/usworkforce/wia/finalrule.pdf .

FORM 4: BREAKOUT BUDGET #1

PROPOSER: _____

ITEMS #1A &1B : PERSONNEL - STAFF SALARIES AND BENEFITS						
	Employee Title or Classification	**Hourly Rate of Pay**	**Administrative Salary Amount**	**Program Salary Amount**	**Total Salary Amount**	**% Charged to WIA**
1						
2						
3						
4						
5						
6						
7						
8						
Total Salaries						
Total Benefits & Rate		**( )%**				
Combined Salaries & Benefits						
Provide an explanation of what benefit costs are included in this category and how the costs were calculated:						

ITEMS #1C &1D : YOUTH SALARIES AND BENEFITS						
	Youth Title or Classification	**Hourly Rate of Pay**	**Number of Hours Paid**	**Number of Participants**	**Total Salary Amount**	**% Charged to WIA**
1						
2						
3						
4						
5						
6						
7						
8						
Total Salaries						
Total Benefits & Rate		**( )%**				
Combined Salaries & Benefits						
Provide an explanation of what costs are included in this category and how the costs were calculated:						

FORM 5: BREAKOUT BUDGET #2

PROPOSER: _____

ITEM #2: STAFF TRAVEL					
	Description/Purpose of Travel	**Administrative Amount**	**Program Amount**	**Total Amount**	**% Charged to WIA**
1					
2					
3					
4					
5					
6					
7					
8					
Total Costs					

Provide an explanation of what costs are included in this category and how the costs were calculated:

ITEM #3 OCCUPANCY : RENT, UTILITIES, ETC.						
	Description/Purpose of Cost	**Cost Per Sq. Ft.**	**Administrative Amount**	**Program Amount**	**Total Amount**	**% Charged to WIA**
1						
2						
3						
4						
5						
6						
7						
8						
Total Costs						

Provide an explanation of what costs are included in this category and how the costs were calculated:

FORM 6: BREAKOUT BUDGET #3

PROPOSER: _____

ITEM #4: COMMUNICATIONS: POSTAGE, TELEPHONE, ETC.					
	Description/Purpose of Cost	**Administrative Amount**	**Program Amount**	**Total Amount**	**% Charged to WIA**
1					
2					
3					
4					
5					
6					
7					
8					
Total Costs					

Provide an explanation of what costs are included in this category and how the costs were calculated:

ITEM #5: MATERIAL, SUPPLIES, PRINTING AND COPYING					
	Description/Purpose of Cost	**Administrative Amount**	**Program Amount**	**Total Amount**	**% Charged to WIA**
1					
2					
3					
4					
5					
6					
7					
8					
Total Costs					

Provide an explanation of what costs are included in this category and how the costs were calculated:

FORM 7: BREAKOUT BUDGET #4

PROPOSER: _____

ITEM #6: FURNITURE, OFFICE EQUIPMENT, COMPUTERS, ETC.					
	Description/Purpose of Cost	**Administrative Amount**	**Program Amount**	**Total Amount**	**% Charged to WIA**
1					
2					
3					
4					
5					
6					
7					
8					
Total Costs					
Provide an explanation of what costs are included in this category and how the costs were calculated:					

ITEM #7: PARTICIPANT TRAINING – DIRECT BENEFIT					
	Description/Purpose of Cost	**Administrative Amount**	**Program Amount**	**Total Amount**	**% Charged to WIA**
1					
2					
3					
4					
5					
6					
7					
8					
Total Costs					
Provide an explanation of what costs are included in this category and how the costs were calculated:					

FORM 8: BREAKOUT BUDGET #5

PROPOSER: _____

ITEM #8: PARTICIPANT SUPPORT					
	Description/Purpose of Cost	**Administrative Amount**	**Program Amount**	**Total Amount**	**% Charged to WIA**
1					
2					
3					
4					
5					
6					
7					
8					
Total Costs					

Provide an explanation of what costs are included in this category and how the costs were calculated:

ITEM #9: OTHER COSTS					
	Description/Purpose of Cost	**Administrative Amount**	**Program Amount**	**Total Amount**	**% Charged to WIA**
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
Total Costs					

Provide an explanation of what costs are included in this category and how the costs were calculated:

FORM 9

(See RFP Attachment E for Instructions)

GOOD FAITH EFFORTS

Subject: Proposal for _____
(Name of Project)

Pursuant to the requirements for Participants under the Procurement Non-Discrimination Program, and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the Metropolitan Government, I/We, attest that I/We have made the following efforts to ensure that potential MWBE subcontractors were notified of the opportunity to participate as a subcontractor or joint venturer on this project.

___ I/We have made efforts to include MWBE's in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender;

____ I/We have delivered written notice to three available certified MWBE's for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.

____ I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the Contract, bonding requirements, and the last date and time for receipt of price quotations.

Additionally, _____ has made the following Good Faith Efforts to include MWBE's as subcontractors or joint venturers on this project.

____ I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.

____ I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by a MWBE.

____ I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the BAO, included the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.

Good Faith Effort, continued

____ I/We have actively solicited, through sending letters or initiating personal contact, MWBE's in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.

____ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of MWBE's for the Metropolitan Government contract under consideration.

____ I/We have advertised in publications of general circulation in the Nashville Metropolitan Statistical Area ("MSA"), trade publications and other media owned by, or otherwise focused or marketed to MWBE's, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

____ I/We have conducted discussions with interested MWBE's in good faith, and provided the same willingness to assist MWBE's as has been extended to any other similarly situated subcontractor.

____ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

_____

Printed Name of Company Official Date

_____

Signature Title of Company Official

_____

Full Company Name Mailing Address

_____

Area Code/Phone Number City, State, Zip

Please contact the Business Assistance Office (615) 880-2814 with any questions about information which may be required.

FORM 10

(See RFP Attachment E for Instructions)

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR/JOINT VENTURE

This form is to be completed and submitted by the apparent successful participant by the end of the second business day following notice of intent to award from Metro.

Proposal for _____
(Name of Project)

Prime Contractor
Name_____

The undersigned has agreed to perform work in connection with the above project as:

_____ a subcontractor _____ a joint venture

Detailed description of work items to be performed:
_____
_____
_____
_____

at the following price(s): $ _____.

The total value of MWBE participation under this Subcontractor/Joint Venture Agreement is $_____; which is _____% of the total Proposal.

_____
Signature of Subcontractor/Joint Venturer

Printed Name: _____
Title: _____
Company Name: _____
Date: _____

The undersigned will enter into a written agreement with the above subcontractor for the work described upon award and execution of a contract with The Metropolitan Government.

_____
Signature of Prime Contractor

Printed Name: _____
Title: _____
Date: _____

FORM 11

(See RFP Attachment E for Instructions)

STATEMENTS OF INTERESTED, NOTIFIED AND SUCCESSFUL SUBCONTRACTORS

Please complete this form to provide Metro with information regarding your outreach efforts. OUTREACH MUST BE CONDUCTED PRIOR TO THE SUBMISSION OF YOUR RESPONSE TO METRO. NO OUTREACH CONDUCTED AFTER THE RESPONSE IS SUBMITTED WILL BE CONSIDERED ACCEPTABLE UNLESS OTHERWISE INDICATED BY METRO. Please include information appropriately regarding those certified MWBEs that you contacted, who contacted you and those that you have decided to work with on this project. Please add additional copies of this sheet as necessary so that you may list ALL MWBEs with whom you've had contact. Please contact the Business Assistance Office with any questions at 615-880-2814. Part I of this form must be completed and Part II should be completed if you have identified MWBE firms with whom you will work on this project.

Project Name_____ **RFP/ITB Number_____**

As part of our regular and customary good faith efforts to include MWBE subcontractors, suppliers and joint venturers, ____ (Company Name) ____ has contacted or was contacted by the following certified MWBEs related to our bid/proposal.

Part I

Business Name & Contact	*Phone No*	*MBE/WBE Certificate Type*	*Date of Contact*	*Method of Contact*	*Who Initiated Contact?*	*If Bid Submitted, Amount of Bid**	*Offer Accepted or Declined*	*Reason(s) for Declining*

*STATEMENT OF BID/PRICE QUOTATION

Having submitted a Proposal/bid for the above referenced project, if awarded the resulting contract or Purchase Order, _____ (Company Name) _____ advises that contingent upon award of the contract to our company, our subcontractor, suppliers, or joint venture partnership participation is projected to be as follows:

Part II

Business Name & Contact	*Phone No*	*MBE/WBE Certificate Type*	*Dollar Value*	*Estimated % of Total Contract Value*	*UNSPS Code # for Work to be Performed*	*Work to be Performed*

Name_____ Title_____ Date_____

ATTACHMENT B
SAMPLE CONTRACT

For Metro Use Only
Number: _____
Date: _____

CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
CONTRACTOR NAME
FOR
PURCHASE OF SERVICES

Terms and Conditions

1. SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Enter Legal Name** ("CONTRACTOR") located at **Enter Address, City, ST ZIP**. This contract consists of the following documents:

- **Any properly executed contract amendment (most recent with first priority),**
- ***This document and affidavit(s),***
- ***The solicitation documentation (made a part of this contract by reference),***
- ***CONTRACTOR's response to solicitation,***
- ***Procurement Nondiscrimination Program forms (incorporated by reference).***

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide the services defined in the solicitation per the terms and conditions listed in the solicitation. CONTRACTOR agrees to provide the Youth services as stated in the Workforce Investment Act of 1998.

3. CONTRACT TERM

3.1. Contract Term

The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. Metro contemplates that the contract term will begin on or about **DATE.** The initial contract term will end twelve (12) months from the beginning date. This contract may be extended by and in the discretion of the Purchasing Agent. In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

3.2. COMPENSATION

3.2.1. Contract Value

The pricing details documented in the solicitation offer are made a part of this contract by reference. This contract is a Cost Reimbursement type contract. CONTRACTOR shall be paid in monthly reimbursements for costs incurred or authorized expenditures for the previous month in accordance with the WORKFORCE INVESTMENT ACT FINANCIAL MANAGEMENT HANDBOOK. CONTRACTOR shall submit to NCAC each month for which costs are incurred under the provisions of the contract, the required financial reports (invoices) for reimbursement of allowable costs and shall maintain sufficient, auditable and otherwise adequate documentation to support the monthly expenditures.

a) All payments by NCAC shall be made within approximately forty-five (45) days of receipt of invoice.

b) Any and all invoices submitted by CONTRACTOR shall be subject to a reduction for amounts included in any invoice or payments theretofore made which are determined by NCAC on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs.

c) The total compensation for cost reimbursement contract, including contract extensions, shall not exceed **AMOUNT** as stipulated in the attached budget.

d) The CONTRACTOR shall submit a final invoice to NCAC within twenty (20) days of the contract end date. Any invoice submitted after twenty (20) days from the contract end date will not be deemed to be allowable and reimbursable, and NCAC shall not be responsible for the payment of any such invoice.

3.2.2. Other Fees

There will be no other charges or fees for the performance of this contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

3.2.3. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4. TERMINATION

4.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, METRO shall have the right to immediately terminate the contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

4.2. Lack of Funding

Should funding for this contract be discontinued, METRO shall have the right to terminate the contract immediately upon written notice to CONTRACTOR.

4.3. Notice of Termination

METRO may terminate this contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, the CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to the CONTRACTOR the amount due for satisfactory work.

5. OTHER REQUIREMENTS

5.1. Metro's Nondiscrimination Policy

It is the policy of the METRO not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities**.**

5.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's contractors. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement**. Accordingly, all Proposers entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

As a condition to the award of financial assistance from the Department of Labor and Workforce Development under Title I of WIA, the CONTRACTOR assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

> Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I - financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The CONTRACTOR also assures that it will comply with 29CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the CONTRACTOR's operation of the WIA Title I - financially assisted program or activity, and to all agreements the CONTRACTOR makes to carry out the WIA Title I - financially assisted program or activity. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

5.3. Procurement Nondiscrimination Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises ("MWBE") is required for a responsive offer to any solicitation. The provision of the following items shall be part of each individual solicitation response:

5.4. Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

5.5. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected

CONTRATOR must provide the provided form indicating that CONTRATOR has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if the Business Assistance Office can provide at least three (3) MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of several responses required on the form.

5.6. Letter of Intent to Perform as a Subcontractor/Joint Venture

In the event that CONTRATOR proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by the CONTRACTOR, subcontractor, sub-consultant, supplier, and/or joint venturer must be submitted to METRO by the end of the second business day following issuance of the intent to award letter. Only subcontractors listed in the submittal for each individual solicitation offer may be employed for that work. Substitute subcontractors may only be used with prior notice and written approval from METRO and the Business Assistance Office ("BAO").

5.7. Registration and Certification

To be considered for the purpose of being responsive, the subcontractor, supplier and/or joint venturer must be registered online with METRO by the individual solicitation due date.

5.8. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided through this Contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

5.9. Background Checks

CONTRACTOR shall comply with the requirements of T.C.A. 49-5-413 as modified by H.B. 1017, Public Chapter 480 as it relates to the employee background check process. This shall include the completion of a TBI fingerprint background check for all current employees that come into contact with Youth, as well as for all future employees prior to coming in contact with Youth.

6. INSURANCE

6.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured on the ACORD document.

6.2. Professional Liability Insurance

CONTRACTOR shall provide professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract with limits of one million ($1,000,000) dollars.

6.3. General Liability Insurance

Occurrence version commercial general liability insurance or the equivalent form, with a limit of not less than one million ($1,000,000) dollars each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit.

Such insurance shall:

Contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

6.4. Automobile Liability Insurance

Insurance including vehicles owned, hired and non-owned, with a combined single limit of not less than one million ($1,000,000) dollars each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR.

6.5. Worker's Compensation Insurance

Worker's Compensation (If applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's workers' compensation insurance coverage.

With statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00)

dollars, as required by the laws of Tennessee (not required for companies with fewer than five (5) employees).

6.6. Sexual Molestation and Abuse Liability

CONTRACTOR shall provide sexual molestation and abuse coverage under this contract in the amount of one million ($1,000,000) dollars.

6.7. Such Insurance Shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

6.8. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

DEPARTMENT OF LAW

INSURANCE AND RISK
MANAGEMENT METROPOLITAN
COURTHOUSE, SUITE 108 PO BOX
196300
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than $10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If the CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

7. GENERAL TERMS AND CONDITIONS

7.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

7.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

7.3. License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or the CONTRACTORs response to the solicitation.

7.4. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council. If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

Procure

Procure for METRO the right to continue using the products or services.

Replace

Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing.

Remove

Remove the products or discontinue the services and cancel any future charges pertaining thereto.

Provided

Provided, however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:

The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;

The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or

The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

7.5. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date

of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract. All documents and supporting materials related in any manner whatsoever to the contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or sub-consultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the procurement and/or performance of this contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

The records of not-for-profit entities shall be maintained in accordance with the Accounting and Financial Reporting for Not-for-Profit Recipients of Grant Funds of Tennessee, published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/finreptmanual.asp. The records for local governments shall be maintained in accordance with the Internal Control and Compliance Manual for Tennessee Municipalities, published by the Tennessee Comptroller of the Treasury and found at http://www.comptroller1.state.tn.us/ma/citymanual.asp and in accordance with GFOA's publication, Governmental Accounting, Auditing and Financial Reporting.

7.6. Monitoring

The CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, and the Division of Internal Audit; by the State, the Comptroller of the Treasury; or by their duly appointed representatives.

7.7. Annual Report and Audit

The CONTRACTOR shall prepare and submit within nine (9) months after the close of the reporting period an annual report of its activities funded under this contract to the commissioner or head of the granting agency, the Tennessee Comptroller of the treasury and the Commissioner of Finance and Administration. The annual report for any contractor that receives five hundred thousand dollars ($500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative.

Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for*

Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury. The CONTRACTOR shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Copies of such audits shall be provided to the designated cognizant agency, NCAC, the Tennessee Comptroller of the Treasury and the Department of Finance and Administration and shall be made available to the public.

7.8. Procurement

If other terms of this contract allow reimbursement for the cost of goods, materials, supplies, equipment and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The CONTRACTOR shall maintain documentation supporting the basis of each procurement for which reimbursement is paid pursuant to this contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for such decision and non-competitive procurement. Further, and notwithstanding the foregoing, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the CONTRACTOR's compliance with applicable federal procurement requirements.

The CONTRACTOR shall obtain prior approval from NCAC before purchasing any equipment under this contract.

7.9. Federal Funding Accountability and Transparency Act (FFATA)

This contract requires the CONTRACTOR to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The CONTRACTOR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the CONTRACTOR provides information to NCAC as required.

The CONTRACTOR shall comply with the following:

a) Reporting of Total Compensation of the CONTRACTOR's Executives.

(1) The CONTRACTOR shall report the names and total compensation of each of its five most highly compensated executives for the CONTRACTOR's preceding fiscal year, if in the CONTRACTOR's preceding fiscal year it received:

(a) 80 percent or more of the CONTRACTOR's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act as defined at 2 CFR 170.320 (and sub-awards); and

(b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and

(c) The public does not have access to information about the compensation of the executives through periodic reports filed under this section 13(a) or 15(d) of the Securities Exchange Act of

1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

Executive means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the CONTRACTOR's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(a) Salary and bonus.
(b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Base Payments.
(c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
(d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
(e) Above-market earnings on deferred compensation which is not tax qualified.
(f) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b) The CONTRACTOR must report executive total compensation described above to NCAC by the end of the month during which a contract is awarded.

c) If the contract is amended to extend its term, the CONTRACTOR must submit an executive total compensation report to NCAC by the end of the month in which the amendment to the contract becomes effective.

d) The CONTRACTOR will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of the contract. More information about obtaining a DUNS number can be found at: http://fedgov.dnb.com/webform/.

The CONTRACTOR's failure to comply with the above requirements is a material breach of the contract for which NCAC may terminate the contract for cause. NCAC will not be obligated to pay any outstanding invoice received from the CONTRACTOR unless and until the CONTRACTOR is in full compliance with the above requirements.

7.10. METRO Property

Any METRO property, including but not limited to books, records and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be METRO property. All documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

The CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of the contract; provided, however, that in no event shall the CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization.

7.11. Modification of Contract

This contract may be modified only by written amendment executed by all parties and their signatories hereto except that the CONTRACTOR may request revisions of Contract Budget Line Items by letter, giving full details supporting such request, provided that such revisions do not increase the total Contract Budget amount and that the amount of the Budget Line Item shift shall not exceed twenty (20) percent per line without Youth Council approval. Contract Budget Line Item revisions may not be made without prior written approval of NCAC in which terms of the approved revisions are explicitly set forth.

7.12. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Contract.

7.13. Waiver

No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

7.14. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract. Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

7.15. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

7.16. Public Accountability

The CONTRACTOR agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the CONTRACTOR shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen (18") inches in width stating:

> **NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL FREE HOTLINE: 1-800-232-5454.**

7.17. Public Notice

All notices, informational pamphlets, press releases, research reports, web pages, signs and similar public notices pertaining to this contract that are prepared and released by the CONTRACTOR shall include the statement, "This project is funded under an agreement with the State of Tennessee."

7.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

7.19. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

7.20. Debarment and Suspension

The CONTRACTOR certifies, to the best of its knowledge and belief, that it, its current and future principals:

a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b) Have not within a three (3) year period preceding this contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;

c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses detailed in section b. above;

d) Have not within a three (3) year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.

NCAC shall provide immediate written notice to the State if at any time it learns there was an earlier failure to disclose information or that due to changed circumstances, the principals of this CONTRACTOR are excluded or disqualified.

7.21. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents and employees from:

a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,

b) Any claims, damages, penalties, costs and attorney fees arising from any failure of CONTRACTOR, its officers, employees and/or agents, including its sub or independent

contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

c) In any and all claims against METRO, its officers, agents, or employees, by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

d) METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that the CONTRACTOR may provide.

e) CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

7.22. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

7.23. Assignment--Consent Required

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this contract, neither this contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

METRO'S CHIEF
ACCOUNTANT DIVISION OF
ACCOUNTS DEPARTMENT OF
FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for Metro to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, Metro has the discretion to approve or deny a Funds Assignment Request.

7.24. Entire Contract

This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

7.25. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

7.26. Governing Law

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the CONTRACTOR may provide.

7.27. Venue

Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

7.28. Severability

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

Notices and Designation of Agent for Service of Process

All notices to NCAC shall be mailed or hand delivered to:

PAUL HAYNES, EXECUTIVE DIRECTOR

NASHVILLE CAREER ADVANCEMENT

CENTER

621 MAINSTREAM DRIVE, SUITE 210

NASHVILLE, TN 37228

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR:

Att'n:

Addr:

Telephone:

Fax:

E-mail:

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent:

Att'n:

Addr:

7.29. Effective Date

This contract shall not be binding upon the parties until it has been signed first by the CONTRACTOR and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

_____
Department Head

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

_____
Purchasing Agent

APPROVED AS TO AVAILABILITY OF FUNDS:

_____
Director of Finance

APPROVED AS TO PROOF OF INSURANCE:

_____
Insurance Manager

APPROVED AS TO FORM AND LEGALITY:

_____
Metropolitan Attorney

FILED BY THE METROPOLITAN CLERK:

_____

Date: _____

CONTRACTOR

Company: _____

BY: _____

Print: _____

Title: _____

Sworn to and subscribed to before me, a

Notary Public, this _____ **day**

of _____ **, 20**_____ **,**

by _____ **,**

the _____

of CONTRACTOR and duly authorized to execute this instrument on CONTRACTOR's behalf.

_____
Notary Public

My Commission Expires _____

Last Page of Contract

AFFIDAVITS

State of _____ in the County of _____

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ (Position Title) of _____ (Offeror's Firm/Organization), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws.

Taxes and Licensure: Thus, Affiant states that Offeror has all applicable licenses, including business licenses (professional license number provided below). Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Professional license number & name_____

Nondiscrimination: Offeror, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. With regard to all aspects of this contract, Offeror certifies and warrants it will comply with this policy. M.C.L. 4.28.020

Employment Requirement: Offeror declares that neither the prime, subcontractors, sub-consultants, nor providers of day laborers employ any person who is not a legal resident of the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

_____

Sworn to and subscribed before me on this _____ day of_____, 201_____.

_____

Notary Public My commission expires: _____

The provision of false information is a material breach.

AFFIDAVIT
Ethical Standards

STATE OF_____ COUNTY OF_____

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor further understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

And Further, Contractor Sayeth Not:

_____
Contractor

Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ day of _____, 201____.

_____ _____
Notary Public My Commission Expires

AFFIDAVIT
Drug-Free Workplace

STATE OF _____ COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with the Metropolitan Government of Nashville and Davidson County to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T.C.A. 50-9-114, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.

3. The Company is in compliance with T.C.A. 50-9-114.

4. After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the _____(Offeror) and that by its employment policy, standards and practices it operates a drug-free workplace program or other drug or alcohol testing program similar, but no less stringent than the Drug-Free Workplace policy of the Metropolitan Government.

Further affiant sayeth not.

_____
Principal Officer

STATE OF _____ COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____.

_____
Notary Public

My commission expires: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, *U.S. Code*

_____	Youth Services
Grantee/Contractor Organization	Program Title

_____	_____	_____
Name of Certifying Official	Signature	Date

Sworn to and subscribed before me on the _____ day of _____, 201____.

_____	_____
Notary Public	My Commission Expires

*NOTE: "All," in the Final Rule, is expected to be clarified to show that it applies to covered contract/grant transactions over $100,000 (per OMB).

ATTACHMENT C

Insurance Requirements

Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

1. *Commercial General and Umbrella Liability Insurance*. Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance with limits of not less than $1,000,000 each occurrence. Coverage shall include child molestation coverage with the same limits ($1,000,000.00). If such CGL insurance contains a general aggregate limit, it shall apply separately to the project/location in this Agreement.

   Such insurance shall:

   a. Be written on ISO occurrence form CGL 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   b. Include The Metropolitan Government of Nashville and Davidson County as an insured under the CGL, using ISO additional insured endorsement CG 20 37 or CG 20 26 or a substitute providing equivalent coverage and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Metro. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

2. *Automobile Liability Insurance;* including vehicles owned, hired, and non-owned, with a limit of not less than $1,000,000 each accident for Bodily Injury and Property Damage. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor in the performance of this contract.

3. *Workers' Compensation Insurance.* Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than $500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

4. *Sexual Molestation and Abuse Liability:* Contractor shall provide sexual molestation and abuse coverage under this contract in the amount of one million ($1,000,000) dollars.

5. *Other Insurance Requirements.* Contractor shall:

   a. Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, 222 Third Avenue North, Suite 501, Nashville, TN 37201 except ten (10) days in the event of non-payment of premium.

   b. Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.

   c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

   d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract.

   e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Risk Manager.

   f. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to Metro prior to the commencement of subcontractors' work. The General Contractor's commercial general liability insurance should not include CG 2294 or CGT 2295.

   g. Any deductibles and/or self-insured retentions greater than $50,000 must be disclosed to and approved by Metro prior to the commencement of services.

   h. If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policies and the deductible features of the excess policies

   i. The insurer shall agree to waive all rights of subrogation against Metro, its officers, officials, and employees for losses arising from work performed by Contractor for Metro.

ATTACHMENT D

WIA APPLICABLE SECTIONS

TITLE I--WORKFORCE INVESTMENT SYSTEMS (see DOLETA.GOV to view complete document of the Workforce Investment Act)

Subtitle A--Workforce Investment Definitions

SEC. 101. DEFINITIONS.

In this title:
(1) Adult.--Except in sections 127 and 132, the term ``adult'' means an individual who is age 18 or older.
(2) Adult education; adult education and literacy activities.-- The terms ``adult education'' and ``adult education and literacy activities'' have the meanings given the terms in section 203. (3) Area vocational education school.--The term ``area vocational education school'' has the meaning given the term in section 521 of the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2471).
(4) Basic skills deficient.--The term ``basic skills deficient'' means, with respect to an individual, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test or a comparable score on a criterion-referenced test.
(5) Case management.--The term ``case management'' means the provision of a client-centered approach in the delivery of services, designed--

(A) to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and

(B) to provide job and career counseling during program participation and after job placement.

(6) Chief elected official.--The term ``chief elected official'' means--

(A) the chief elected executive officer of a unit of general local government in a local area; and

(B) in a case in which a local area includes more than one unit of general local government, the individuals designated under the agreement described in section 117(c)(1)(B).

(7) Community-based organization.--The term ``community-based organization'' means a private nonprofit organization that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce investment.
(8) Customized training.--The term ``customized training'' means training--

(A) that is designed to meet the special requirements of an employer (including a group of employers);

(B) that is conducted with a commitment by the employer to employ an individual on successful completion of the training; and

(C) for which the employer pays for not less than 50 percent of the cost of the training.

(9) Dislocated worker.--The term ``dislocated worker'' means an individual who--

(A)(i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment;

(ii) (I) is eligible for or has exhausted entitlement to unemployment compensation; or

(II) has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in section 134(c), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and

(iii) is unlikely to return to a previous industry or occupation;

(B)(i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;

(ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or

(iii) for purposes of eligibility to receive services other than training services described in section 134(d)(4), intensive services described in section 134(d)(3), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close;

(C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or

(D) is a displaced homemaker.

(10) Displaced homemaker.--The term ``displaced homemaker'' means an individual who has been providing unpaid services to family members in the home and who--

(A) has been dependent on the income of another family member but is no longer supported by that income; and

(B) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

(11) Economic development agencies.--The term ``economic development agencies'' includes local planning and zoning commissions or boards, community development agencies, and other local agencies and institutions responsible for regulating, promoting, or assisting in local economic development.

(12) Eligible provider.--The term ``eligible provider'', used with respect to--

(A) training services, means a provider who is identified in accordance with section 122(e)(3);

(B) intensive services, means a provider who is identified or awarded a contract as described in section 134(d)(3)(B);

(C) youth activities, means a provider who is awarded a grant or contract in accordance with section 123; or

(D) other workforce investment activities, means a public or private entity selected to be responsible for such activities, such as a one-stop operator designated or certified under section 121(d).

(13) Eligible youth.--Except as provided in subtitles C and D, the term ``eligible youth'' means an individual who--

(A) is not less than age 14 and not more than age 21;

(B) is a low-income individual; and

(C) is an individual who is one or more of the following:

(i) Deficient in basic literacy skills.

(ii) A school dropout.

(iii) Homeless, a runaway, or a foster child.

(iv) Pregnant or a parent.

(v) An offender.

(vi) An individual who requires additional assistance to complete an educational program, or to secure and hold employment.

(14) Employment and training activity.--The term ``employment and training activity'' means an activity described in section 134 that is carried out for an adult or dislocated worker.

(15) Family.--The term ``family'' means two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories:

(A) A husband, wife, and dependent children.

(B) A parent or guardian and dependent children.

(C) A husband and wife.

(16) Governor.--The term ``Governor'' means the chief executive of a State.

(17) Individual with a disability.--

(A) In general.--The term ``individual with a disability'' means an individual with any disability (as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C.12102)).

(B) Individuals with disabilities.--The term ``individuals with disabilities'' means more than one individual with a disability.

(18) Labor market area.--The term ``labor market area'' means an economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their place of residence. Such an area shall be identified in accordance with criteria used by the Bureau of Labor Statistics of the Department of Labor in defining such areas or similar criteria established by a Governor.

(19) Literacy.--The term ``literacy'' has the meaning given the term in section 203.

(20) Local area.--The term ``local area'' means a local workforce investment area designated under section 116.
(21) Local board.--The term ``local board'' means a local workforce investment board established under section 117.
(22) Local performance measure.--The term ``local performance measure'' means a performance measure established under section 136(c).
(23) Local educational agency.--The term ``local educational agency'' has the meaning given the term in section 14101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 8801). (24) Lower living standard income level.--The term ``lower living standard income level'' means that income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary based on the most recent lower living family budget issued by the Secretary.
(25) Low-income individual.--The term ``low-income individual'' means an individual who--

(A) receives, or is a member of a family that receives, cash payments under a Federal, State, or local income-based public assistance program;

(B) received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, payments described in subparagraph (A), and old-age and survivors insurance benefits received under section 202 of the Social Security Act (42 U.S.C. 402)) that, in relation to family size, does not exceed the higher of--

(i) the poverty line, for an equivalent period; or

(ii) 70 percent of the lower living standard income level, for an equivalent period;

(C) is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.);

(D) qualifies as a homeless individual, as defined in subsections (a) and (c) of section 103 of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11302);

(E) is a foster child on behalf of whom State or local government payments are made; or

(F) in cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program described in subparagraph (A) or of subparagraph (B), but who is a member of a family whose income does not meet such requirements.

(26) Nontraditional employment.--The term ``nontraditional employment'' refers to occupations or fields of work for which individuals from one gender comprise less than 25 percent of the individuals employed in each such occupation or field of work.
(27) Offender.--The term ``offender'' means any adult or juvenile--

(A) who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or

(B) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

(28) Older individual.--The term ``older individual'' means an individual age 55 or older.
(29) One-stop operator.--The term ``one-stop operator'' means 1 or more entities designated or certified under section 121(d).
(30) One-stop partner.--The term ``one-stop partner'' means--

(A) an entity described in section 121(b)(1); and

(B) an entity described in section 121(b)(2) that is participating, with the approval of the local board and chief elected official, in the operation of a one-stop delivery system.

(31) On-the-job training.--The term ``on-the-job training'' means training by an employer that is provided to a paid participant while engaged in productive work in a job that--

(A) provides knowledge or skills essential to the full and adequate performance of the job;

(B) provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and

(C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

(32) Outlying area.--The term ``outlying area'' means the United States Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.

(33) Out-of-school youth.--The term ``out-of-school youth'' means--

(A) an eligible youth who is a school dropout; or

(B) an eligible youth who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.

(34) Participant.--The term ``participant'' means an individual who has been determined to be eligible to participate in and who is receiving services (except follow-up services authorized under this title) under a program authorized by this title. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the individual began receiving subsidized employment, training, or other services provided under this title.

(35) Postsecondary educational institution.--The term ``postsecondary educational institution'' means an institution of higher education, as defined in section 481 of the Higher Education Act of 1965 (20 U.S.C. 1088).

(36) Poverty line.--The term ``poverty line'' means the poverty line (as defined by the Office of Management and Budget, and revised annually in accordance with section 673(2) of the Community Services Block Grant Act (42 U.S.C. 9902(2))) applicable to a family of the size involved.

(37) Public assistance.--The term ``public assistance'' means Federal, State, or local government cash payments for which eligibility is determined by a needs or income test.

(38) Rapid response activity.--The term ``rapid response activity'' means an activity provided by a State, or by an entity designated by a State, with funds provided by the State under section 134(a)(1)(A), in the case of a permanent closure or mass layoff at a plant, facility, or enterprise, or a natural or other disaster, that results in mass job dislocation, in order to assist dislocated workers in obtaining reemployment as soon as possible, with services including--

(A) the establishment of onsite contact with employers and employee representatives--

(i) immediately after the State is notified of a current or projected permanent closure or mass layoff; or

(ii) in the case of a disaster, immediately after the State is made aware of mass job dislocation as a result of such disaster;

(B) the provision of information and access to available employment and training activities;

(C) assistance in establishing a labor-management committee, voluntarily agreed to by labor and management, with the ability to devise and implement a strategy for assessing the employment and training needs of dislocated workers and obtaining services to meet such needs;

(D) the provision of emergency assistance adapted to the particular closure, layoff, or disaster; and

(E) the provision of assistance to the local community in developing a coordinated response and in obtaining access to State economic development assistance.

(39) School dropout.--The term ``school dropout'' means an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.

(40) Secondary school.--The term ``secondary school'' has the meaning given the term in section 14101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 8801).

(41) Secretary.--The term ``Secretary'' means the Secretary of Labor, and the term means such Secretary for purposes of section 503.

(42) State.--The term ``State'' means each of the several States of the United States, the District of Columbia, and the Commonwealth of Puerto Rico.

(43) State adjusted level of performance.--The term ``State adjusted level of performance'' means a level described in clause (iii) or (v) of section 136(b)(3)(A).

(44) State board.--The term ``State board'' means a State workforce investment board established under section 111.

(45) State performance measure.--The term ``State performance measure'' means a performance measure established under section 136(b).

(46) Supportive services.--The term ``supportive services'' means services such as transportation, child care, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized under this title, consistent with the provisions of this title.

(47) Unemployed individual.--The term ``unemployed individual'' means an individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job shall be made in accordance with the criteria used by the Bureau of Labor Statistics of the Department of Labor in defining individuals as unemployed.
(48) Unit of general local government.--The term ``unit of general local government'' means any general purpose political subdivision of a State that has the power to levy taxes and spend funds, as well as general corporate and police powers.
(49) Veteran; related definition.--

(A) Veteran.--The term ``veteran'' means an individual who served in the active military, naval, or air service, and who was discharged or released from such service under conditions other than dishonorable.

(B) Recently separated veteran.--The term ``recently separated veteran'' means any veteran who applies for participation under this title within 48 months after the discharge or release from active military, naval, or air service.

(50) Vocational education.--The term ``vocational education'' has the meaning given the term in section 521 of the Carl D. Perkins Vocational and Applied Technology Education Act (20 U.S.C. 2471).
(51) Workforce investment activity.--The term ``workforce investment activity'' means an employment and training activity, and a youth activity.
(52) Youth activity.--The term ``youth activity'' means an activity described in section 129 that is carried out for eligible youth (or as described in section 129(c)(5)).
(53) Youth council.--The term ``youth council'' means a council established under section 117(h).

Subtitle B--Statewide and Local Workforce Investment Systems

SEC. 106. PURPOSE.

The purpose of this subtitle is to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation.

CHAPTER 4--YOUTH ACTIVITIES

SEC. 126. GENERAL AUTHORIZATION.

The Secretary shall make an allotment under section 127(b)(1)(C) to each State that meets the requirements of section 112 and a grant to each outlying area that complies with the requirements of this title, to assist the State or outlying area, and to enable the State or outlying area to assist local areas, for the purpose of providing workforce investment activities for eligible youth in the State or outlying area and in the local areas.

SEC. 127. STATE ALLOTMENTS.

(a) In General.--The Secretary shall--

(1) for each fiscal year in which the amount appropriated under section 137(a) exceeds $1,000,000,000, reserve a portion determined under subsection (b)(1)(A) of the amount appropriated under section 137(a) for use under sections 167 (relating to migrant and seasonal farm worker programs) and 169 (relating to youth opportunity grants); and

(2) use the remainder of the amount appropriated under section 137(a) for a fiscal year to make allotments and grants in accordance with subparagraphs (B) and (C) of subsection (b)(1) and make funds available for use under section 166 (relating to Native American programs).

(b) Allotment Among States.--

(1) Youth activities.--

(A) Youth opportunity grants.--

(i) In general.--For each fiscal year in which the amount appropriated under section 137(a) exceeds $1,000,000,000, the Secretary shall reserve a portion of the amount to

provide youth opportunity grants and other activities under section 169 (relating to youth opportunity grants) and provide youth activities under section 167 (relating to migrant and seasonal farm worker programs).

(ii) Portion.--The portion referred to in clause (i) shall equal, for a fiscal year--

(I) except as provided in sub clause (II), the difference obtained by subtracting $1,000,000,000 from the amount appropriated under section 137(a) for the fiscal year; or

(II) for any fiscal year in which the amount is $1,250,000,000 or greater, $250,000,000.

(iii) Youth activities for farm workers.--From the portion described in clause (i) for a fiscal year, the Secretary shall make available 4 percent of such portion to provide youth activities under section 167.

(iv) Role model academy project.--From the portion described in clause (i) for fiscal year 1999, the Secretary shall make available such sums as the Secretary determines to be appropriate to carry out section 169(g).

(B) Outlying areas.--

(i) In general.--From the amount made available under subsection (a)(2) for a fiscal year, the Secretary shall reserve not more than 1/4 of 1 percent of the amount appropriated under section 137(a) for the fiscal year--

(I) to provide assistance to the outlying areas to carry out youth activities and statewide workforce investment activities; and

(II) for each of fiscal years 1999, 2000, and 2001, to carry out the competition described in clause (ii), except that the funds reserved to carry out such clause for any such fiscal year shall not exceed the amount reserved for the Freely Associated States for fiscal year 1997, from amounts reserved under sections 252(a) and 262(a)(1) of the Job Training Partnership Act (as in effect on the day before the date of enactment of this Act).

(ii) Limitation for freely associated states.--

(I) Competitive grants.--The Secretary shall use funds described in clause (i)(II) to award grants to Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and the Freely Associated States to carry out youth activities and statewide workforce investment activities.

(II) Award basis.--The Secretary shall award grants pursuant to sub clause (I) on a competitive basis and pursuant to the recommendations of experts in the field of employment and training, working through the Pacific Region Educational Laboratory in Honolulu, Hawaii.

(III) Assistance requirements.--Any Freely Associated State that desires to receive assistance under this subparagraph shall submit an application to the Secretary and shall include in the application for assistance--

(aa) information demonstrating that the Freely Associated State will meet all conditions that apply to States under this title;

(bb) an assurance that, notwithstanding any other provision of this title, the Freely Associated State will use such assistance only for the direct provision of services; and

(cc) such other information and assurances as the Secretary may require.

(IV) Termination of eligibility.--Notwithstanding any other provision of law, the Freely Associated States shall not receive any assistance under this subparagraph for any program year that begins after September 30, 2001.

(V) Administrative costs.--The Secretary may provide not more than 5 percent of the funds made available for grants under sub clause (I) to pay the administrative costs of the Pacific Region Educational Laboratory in Honolulu, Hawaii, regarding activities assisted under this clause.

(iii) Additional requirement.--The provisions of Public Law 95-134, permitting the consolidation of grants by the outlying areas, shall not apply to assistance provided to those areas, including the Freely Associated States, under this subparagraph.

(C) States.--

(i) In general.--After determining the amounts to be reserved under subparagraph (A) (if any) and subparagraph (B), the Secretary shall--

(I) from the amount referred to in subsection (a)(2) for a fiscal year, make available not more than 1.5 percent to provide youth activities under section 166 (relating to Native Americans); and

(II) allot the remainder of the amount referred to in subsection (a)(2) for a fiscal year to the States pursuant to clause (ii) for youth activities and statewide workforce investment activities.

(ii) Formula.--Subject to clauses (iii) and (iv), of the remainder--

(I) 33 1/3 percent shall be allotted on the basis of the relative number of unemployed individuals in areas of substantial unemployment in each State, compared to the total number of unemployed individuals in areas of substantial unemployment in all States; (II) 33 1/3 percent shall be allotted on the basis of the relative excess number of unemployed individuals in each State, compared to the total excess number of unemployed individuals in all States; and

(III) 33 1/3 percent shall be allotted on the basis of the relative number of disadvantaged youth in each State, compared to the total number of disadvantaged youth in all States, except as described in clause (iii).

(iii) Calculation.--In determining an allotment under clause (ii)(III) for any State in which there is a local area designated under section 116(a)(2)(B) (relating to the area served by a rural concentrated employment program grant recipient), the allotment shall be based on the higher of--

(I) the number of individuals who are age 16 through 21 in families with an income below the low-income level in such area; or

(II) the number of disadvantaged youth in such area.

(iv) Minimum and maximum percentages and minimum allotments.--In making allotments under this subparagraph, the Secretary shall ensure the following:

(I) Minimum percentage and allotment.--Subject to sub clause (IV), the Secretary shall ensure that no State shall receive an allotment for a fiscal year that is less than the greater of--

(aa) an amount based on 90 percent of the allotment percentage of the State for the preceding fiscal year; or

(bb) 100 percent of the total of the allotments of the State under sections 252 and 262 of the Job Training Partnership Act (as in effect on the day before the date of enactment of this Act) for fiscal year 1998.

(II) Small state minimum allotment.-- Subject to sub clauses (I), (III), and (IV), the Secretary shall ensure that no State shall receive an allotment under this subparagraph that is less than the total of--

(aa) 3/10 of 1 percent of $1,000,000,000 of the remainder described in clause (i)(II) for the fiscal year; and

(bb) if the remainder described in clause (i)(II) for the fiscal year exceeds $1,000,000,000, 2/5 of 1 percent of the excess.

(III) Maximum percentage.--Subject to sub clause (I), the Secretary shall ensure that no State shall receive an allotment percentage for a fiscal year that is more than 130 percent of the allotment percentage of the State for the preceding fiscal year.

(IV) Minimum funding.--In any fiscal year in which the remainder described in clause (i)(II) does not exceed $1,000,000,000, the minimum allotments under sub clauses (I) and (II) shall be calculated by the methodology for calculating the corresponding allotments under parts B and C of title II of the Job Training Partnership Act, as in effect on July 1, 1998.

(2) Definitions.--For the purpose of the formula specified in paragraph (1)(C):

(A) Allotment percentage.--The term ``allotment percentage'', used with respect to fiscal year 2000 or a subsequent fiscal year, means a percentage of the remainder described in paragraph

(B) (1)(C)(i)(II) that is received through an allotment made under paragraph (1)(C) for the fiscal year. The term, used with respect to fiscal year 1998 or 1999, means the percentage of the amounts allotted to States under sections 252(b) and 262(a) of the Job Training Partnership

Act (as in effect on the day before the date of enactment of this Act) that is received under such sections by the State involved for fiscal year 1998 or 1999.

(C) Area of substantial unemployment.--The term ``area of substantial unemployment'' means any area that is of sufficient size and scope to sustain a program of workforce investment activities carried out under this subtitle and that has an average rate of unemployment of at least 6.5 percent for the most recent 12 months, as determined by the Secretary. For purposes of this subparagraph, determinations of areas of substantial unemployment shall be made once each fiscal year.

(D) Disadvantaged youth.--Subject to paragraph (3), the term ``disadvantaged youth'' means an individual who is age 16 through 21 who received an income, or is a member of a family that received a total family income, that, in relation to family size, does not exceed the higher of--

(i) the poverty line; or

(ii) 70 percent of the lower living standard income level.

(E) Excess number.--The term ``excess number'' means, used with respect to the excess number of unemployed individuals within a State, the higher of--

(i) the number that represents the number of unemployed individuals in excess of 4.5 percent of the civilian labor force in the State; or

(ii) the number that represents the number of unemployed individuals in excess of 4.5 percent of the civilian labor force in areas of substantial unemployment in such State.

(F) Low-income level.--The term ``low-income level'' means $7,000 with respect to income in 1969, and for any later year means that amount that bears the same relationship to $7,000 as the Consumer Price Index for that year bears to the Consumer Price Index for 1969, rounded to the nearest $1,000.

(3) Special rule.--For the purpose of the formula specified in paragraph (1)(C), the Secretary shall, as appropriate and to the extent practicable, exclude college students and members of the Armed Forces from the determination of the number of disadvantaged youth.

(4) Definition.--In this subsection, the term ``Freely Associated State'' means the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.

(c) Reallotment.--

(1) In general.--The Secretary shall, in accordance with this subsection, reallot to eligible States amounts that are allotted under this section for youth activities and statewide workforce investment activities and that are available for reallotment.

(2) Amount.--The amount available for reallotment for a program year is equal to the amount by which the unobligated balance of the State allotment under this section for such activities, at the end of the program year prior to the program year for which the determination under this paragraph is made, exceeds 20 percent of such allotment for the prior program year.

(3) Reallotment.--In making reallotments to eligible States of amounts available pursuant to paragraph (2) for a program year, the Secretary shall allot to each eligible State an amount based on the relative amount allotted to such State under this section for such activities for the prior program year, as compared to the total amount allotted to all eligible States under this section for such activities for such prior program year.

(4) Eligibility.--For purposes of this subsection, an eligible State means a State that has obligated at least 80 percent of the State allotment under this section for such activities for the program year prior to the program year for which the determination under paragraph (2) is made.

(5) Procedures.--The Governor of each State shall prescribe uniform procedures for the obligation of funds by local areas within the State in order to avoid the requirement that funds be made available for reallotment under this subsection. The Governor shall further prescribe equitable procedures for making funds available from the State and local areas in the event that a State is required to make funds available for reallotment under this subsection.

SEC. 128. WITHIN STATE ALLOCATIONS.

(a) Reservations for State Activities.--

(1) In general.--The Governor of a State shall reserve not more than 15 percent of each of the amounts allotted to the State under section 127(b)(1)(C) and paragraphs (1)(B) and (2)(B) of section 132(b) for a fiscal year for statewide workforce investment activities.

(2) Use of funds.--Regardless of whether the reserved amounts were allotted under section 127(b)(1)(C), or under paragraph (1)(B) or (2)(B) of section 132(b), the Governor may use the reserved amounts to carry out statewide youth activities described in section 129(b) or statewide employment and training activities, for adults or for dislocated workers, described in paragraph (2)(B) or (3) of section 134(a).

(b) Within State Allocation.--

(1) Methods.--The Governor, acting in accordance with the State plan, and after consulting with chief elected officials in the local areas, shall allocate the funds that are allotted to the State for youth activities and statewide workforce investment activities under section 127(b)(1)(C) and are not reserved under subsection (a), in accordance with paragraph (2) or (3).

(2) Formula allocation.--

(A) Youth activities.--

(i) Allocation.--In allocating the funds described in paragraph (1) to local areas, a State may allocate--

(I) 33 1/3 percent of the funds on the basis described in section 127(b)(1)(C)(ii)(I);

(II) 33 1/3 percent of the funds on the basis described in section 127(b)(1)(C)(ii)(II); and

(III) 33 1/3 percent of the funds on the basis described in clauses (ii)(III) and (iii) of section 127(b)(1)(C).

(ii) Minimum percentage.--Effective at the end of the second full fiscal year after the date on which a local area is designated under section 116, the local area shall not receive an allocation percentage for a fiscal year that is less than 90 percent of the average allocation percentage of the local area for the 2 preceding fiscal years. Amounts necessary for increasing such allocations to local areas to comply with the preceding sentence shall be obtained by ratably reducing the allocations to be made to other local areas under this subparagraph.

(iii) Definition.--The term ``allocation percentage'', used with respect to fiscal year 2000 or a subsequent fiscal year, means a percentage of the funds referred to in clause (i), received through an allocation made under this subparagraph, for the fiscal year.

(B) Application.--For purposes of carrying out subparagraph

(A)(i) references in section 127(b) to a State shall be deemed to be references to a local area;

(ii) references in section 127(b) to all States shall be deemed to be references to all local areas in the State involved; and

(iii) except as described in clause (i), references in section 127(b)(1) to the term "excess number" shall be considered to be references to the term as defined in section 127(b)(2).

(3) Youth discretionary allocation.--In lieu of making the allocation described in paragraph (2)(A), in allocating the funds described in paragraph (1) to local areas, a State may distribute-- (A) a portion equal to not less than 70 percent of the funds in accordance with paragraph (2)(A);

(B) the remaining portion of the funds on the basis of a formula that--

(i) incorporates additional factors (other than the factors described in paragraph (2)(A)) relating to--

(I) excess youth poverty in urban, rural, and suburban local areas; and

(II) excess unemployment above the State average in urban, rural, and suburban local areas; and

(ii) was developed by the State board and approved by the Secretary as part of the State plan.

(4) Limitation.--

(A) In general.--Of the amount allocated to a local area under this subsection and section 133(b) for a fiscal year, not more than 10 percent of the amount may be used by the local board for the administrative cost of carrying out local workforce investment activities described in subsection (d) or (e) of section 134 or in section 129(c).

(B) Use of funds.--Funds made available for administrative costs under subparagraph (A) may be used for the administrative cost of any of the local workforce investment activities described in subsection (d) or (e) of section 134 or in section 129(c), regardless of whether the funds were allocated under this subsection or section 133(b).

(C) Regulations.--The Secretary, after consulting with the Governors, shall develop and issue regulations that define the term ``administrative cost'' for purposes of this title. Such definition shall be consistent with generally accepted accounting principles.

(c) Reallocation Among Local Areas.--

(1) In general.--The Governor may, in accordance with this subsection, reallocate to eligible local areas within the State amounts that are allocated under paragraph (2)(A) or (3) of subsection (b) for youth activities and that are available for reallocation.

(2) Amount.--The amount available for reallocation for a program year is equal to the amount by which the unobligated balance of the local area allocation under paragraph (2)(A) or (3) of subsection (b) for such activities, at the end of the program year prior to the program year for which the determination under this paragraph is made exceeds 20 percent of such allocation for the prior program year.

(3) Reallocation.--In making reallocations to eligible local areas of amounts available pursuant to paragraph (2) for a program year, the Governor shall allocate to each eligible local area within the State an amount based on the relative amount allocated to such local area under subsection (b)(3) for such activities for the prior program year, as compared to the total amount allocated to all eligible local areas in the State under subsection (b)(3) for such activities for such prior program year. For purposes of this paragraph, local areas that received allocations under subsection (b)(2)(A) for the prior program year shall be treated as if the local areas received allocations under subsection (b)(3) for such year.

(4) Eligibility.--For purposes of this subsection, an eligible local area means a local area that has obligated at least 80 percent of the local area allocation under paragraph (2)(A) or (3) of subsection (b) for such activities, for the program year prior to the program year for which the determination under paragraph (2) is made.

SEC. 129. USE OF FUNDS FOR YOUTH ACTIVITIES.

(a) Purposes.--The purposes of this section are--

(1) to provide, to eligible youth seeking assistance in academic and employment success, effective and comprehensive activities, which shall include a variety of options for improving educational and skill competencies and provide effective connections to employers;

(2) to ensure on-going mentoring opportunities for eligible youth with adults committed to providing such opportunities;

(3) to provide opportunities for training to eligible youth;

(4) to provide continued supportive services for eligible youth;

(5) to provide incentives for recognition and achievement to eligible youth; and

(6) to provide opportunities for eligible youth in activities related to leadership, development, decision making, citizenship, and community service.

(b) Statewide Youth Activities.--

(1) In general.--Funds reserved by a Governor for a State as described in sections 128(a) and 133(a)(1)--

(A) shall be used to carry out the statewide youth activities described in paragraph (2); and

(B) may be used to carry out any of the statewide youth activities described in paragraph (3),

regardless of whether the funds were allotted to the State under section 127(b)(1) or under paragraph (1) or (2) of section 132(b). (2) Required statewide youth activities.--A State shall use funds reserved as described in sections 128(a) and 133(a)(1) (regardless of whether the funds were allotted to the State under section 127(b)(1) or paragraph (1) or (2) of section 132(b)) to carry out statewide youth activities, which shall include--

(A) disseminating a list of eligible providers of youth activities described in section 123;

(B) carrying out activities described in clauses (ii) through (vi) of section 134(a)(2)(B), except that references in such clauses to activities authorized under section 134 shall be considered to be references to activities authorized under this section; and

(C) providing additional assistance to local areas that have high concentrations of eligible youth to carry out the activities described in subsection (c).

(3) Allowable statewide youth activities.--A State may use funds reserved as described in sections 128(a) and 133(a)(1) (regardless of whether the funds were allotted to the State under section 127(b)(1) or paragraph (1) or (2) of section 132(b)) to carry out additional statewide youth activities, which may include--

(A) carrying out activities described in clauses (i), (ii), (iii), (iv)(II), and (vi)(II) of section 134(a)(3)(A), except that references in such clauses to activities authorized under section 134 shall be considered to be references to activities authorized under this section; and

(B) carrying out, on a statewide basis, activities described in subsection (c).

(4) Prohibition.--No funds described in this subsection or section 134(a) shall be used to develop or implement education curricula for school systems in the State.

(c) Local Elements and Requirements.--

(1) Program design.--Funds allocated to a local area for eligible youth under paragraph (2)(A) or (3), as appropriate, of section 128(b) shall be used to carry out, for eligible youth, programs that--

(A) provide an objective assessment of the academic levels, skill levels, and service needs of each participant, which assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, except that a new assessment of a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent assessment of the participant conducted pursuant to another education or training program;

(B) develop service strategies for each participant that shall identify an employment goal (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant taking into account the assessment conducted pursuant to subparagraph (A), except that a new service strategy for a participant is not required if the provider carrying out such a program determines it is appropriate to use a recent service strategy developed for the participant under another education or training program; and

(C) provide--

(i) preparation for postsecondary educational opportunities, in appropriate cases;

(ii) strong linkages between academic and occupational learning;

(iii) preparation for unsubsidized employment opportunities, in appropriate cases; and

(iv) effective connections to intermediaries with strong links to--

(I) the job market; and

(II) local and regional employers.

(2) Program elements.--The programs described in paragraph (1) shall provide elements consisting of--

(A) tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies;

(B) alternative secondary school services, as appropriate;

(C) summer employment opportunities that are directly linked to academic and occupational learning;

(D) as appropriate, paid and unpaid work experiences, including internships and job shadowing;

(E) occupational skill training, as appropriate;

(F) leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours, as appropriate;

(G) supportive services;

(H) adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;

(I) follow-up services for not less than 12 months after the completion of participation, as appropriate; and

(J) comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

(3) Additional requirements.--

(A) Information and referrals.--Each local board shall ensure that each participant or applicant who meets the minimum income criteria to be considered an eligible youth shall be provided--

(i) information on the full array of applicable or appropriate services that are available through the local board or other eligible providers or one-stop partners, including those receiving funds under this

subtitle; and (ii) referral to appropriate training and educational programs that have the capacity to serve the participant or applicant either on a sequential or concurrent basis.

(B) Applicants not meeting enrollment requirements.--Each eligible provider of a program of youth activities shall ensure that an eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served shall be referred for further assessment, as necessary, and referred to appropriate programs in accordance with subparagraph (A) to meet the basic skills and training needs of the applicant.

(C) Involvement in design and implementation.--The local board shall ensure that parents, participants, and other members of the community with experience relating to programs for youth are involved in the design and implementation of the programs described in paragraph (1).

(4) Priority.--

(A) In general.--At a minimum, 30 percent of the funds described in paragraph (1) shall be used to provide youth activities to out-of-school youth.

(B) Exception.--A State that receives a minimum allotment under section 127(b)(1) in accordance with section 127(b)(1)(C)(iv)(II) or under section 132(b)(1) in accordance with section 132(b)(1)(B)(iv)(II) may reduce the percentage described in subparagraph (A) for a local area in the State, if--

(i) after an analysis of the eligible youth population in the local area, the State determines that the local area will be unable to meet the percentage described in subparagraph (A) due to a low number of out-of-school youth; and

(ii)(I) the State submits to the Secretary, for the local area, a request including a proposed reduced percentage for purposes of subparagraph (A), and the summary of the eligible youth population analysis; and (II) the request is approved by the Secretary.

(5) Exceptions.--Not more than 5 percent of participants assisted under this section in each local area may be individuals who do not meet the minimum income criteria to be considered eligible youth, if such individuals are within one or more of the following categories:

(A) Individuals who are school dropouts.

(B) Individuals who are basic skills deficient.

(C) Individuals with educational attainment that is one or more grade levels below the grade level appropriate to the age of the individuals.

(D) Individuals who are pregnant or parenting.

(E) Individuals with disabilities, including learning disabilities.

(F) Individuals who are homeless or runaway youth.

(G) Individuals who are offenders.

(H) Other eligible youth who face serious barriers to employment as identified by the local board.

(6) Prohibitions.--

(A) Prohibition against federal control of education.--No provision of this Act shall be construed to authorize any department, agency, officer, or employee of the United States to exercise any direction, supervision, or control over the curriculum, program of instruction, administration, or personnel of any educational institution, school, or school system, or over the selection of library resources, textbooks, or other printed or published instructional materials by any educational institution, school, or school system.

(B) Non-duplication.--All of the funds made available under this Act shall be used in accordance with the requirements of this Act. None of the funds made available under this Act may be used to provide funding under the School-to-Work Opportunities Act of 1994 (20 U.S.C. 6101 et seq.) or to carry out, through programs funded under this Act, activities that were funded under the School-to-Work Opportunities Act of 1994, unless the programs funded under this Act serve only those participants eligible to participate in the programs under this Act.

(C) Noninterference and non-replacement of regular academic requirements.--No funds described in paragraph (1) shall be used to provide an activity for eligible youth who are not school dropouts if participation in the activity would interfere with or replace the regular academic requirements of the youth.

(7) Linkages.--In coordinating the programs authorized under this section, youth councils shall establish linkages with educational agencies responsible for services to participants as appropriate.

(8) Volunteers.--The local board shall make opportunities available for individuals who have successfully participated in programs carried out under this section to volunteer assistance to participants in the form of mentoring, tutoring, and other activities.

ATTACHMENT E

Business Assistance Office

Metropolitan Government of Nashville Procurement Non-discrimination Program Form Submission Procedures

Demonstrating compliance with the Procurement Non-discrimination Program requires the submission of the following forms:

1. **Statement of Good Faith Efforts**- This completed form is required at the time of bid/proposal submission. Each of the first three listed statements must be initialed by an authorized company official indicating that the prime contractor has made all of the good faith efforts required by the Procurement Non-Discrimination Program. Prime contractors should initial any of the additional good faith efforts listed subsequently on the form as they are applicable.

   This form must be signed by a principle of your company and dated.

2. **Statements of Interested, Notified, and Successful Subcontractors** – This completed form is required at the time of bid/proposal submission to provide Metro with information regarding your outreach efforts. The first section of this form should list those firms that have contacted you as well as those with whom you have made contact regarding potential participation on this project. The second section of this form should list the MWBE subcontractors with whom you have decided to work with on this project if awarded.

   Submitted forms should be fully completed and specify the MWBE company names, individual(s) contacted, date contacted, M/WBE Certificate Type, percentage of total contract value to be awarded, a description of the work to be performed, and the UNSPS Code of the work. A copy of the codes can be provided upon request to the BAO.

   NOTE: Reasons for declining offers made by potential MWBE partners must be noted on this form.

   This form must be signed by a principle of your company and dated.

3. **Letter of Intent to Perform as a Subcontractor/Joint Venture**--This form is to be completed and submitted by the apparent successful participant **by the end of the second business day following notice of intent to award from Metro.** It should specify the names of the MWBE's with whom the prime contractor intends to subcontract or joint venture. Additionally it should detail the work to be performed, the total value of the MWBE participation on the contract in dollars and percentage and must be signed by both the MWBE subcontractor/joint venture partner AND the prime contractor and dated.

   NOTE: A separate form must be completed for each individual MWBE subcontractor/joint venture partner. Any additional questions regarding required detail and documentation to demonstrate Procurement Non-discrimination Program compliance should be directed to the Business Assistance Office at 615-880-2814.

ATTACHMENT F

Proposal Rating Sheets

RFP QUESTIONS	YES	NO
1. Does the proposal target services to youth ages 14-21 who: a. Are low income, b. Have one or more barriers as defined by WIA regulations, c. Are in Davidson County, d. Who meet the criteria for In-School Youth?		
2. Does the proposal provide: a. An objective assessment of each youth participant that meets the requirements of WIA section 129 (c) (1) (A), and b. A review of the academic and occupational skill levels, as well as the service needs, of each youth?		
3. Does the proposal offer an individual service strategy for each youth participant that: a. Meets the requirements of WIA section 129 (c) (1) (B), b. Includes identifying a career goal, and c. Considers the assessment results for each youth?		
4. Does the proposal provide: a. Preparation for postsecondary educational opportunities, b. Linkages between academic and occupational learning, c. Preparation for employment, and d. Connections to intermediary organizations that provide links to the job market and employers?		
5. Does the proposal provide recruitment and eligibility determination for all participants, including pre-assessment of basic skills for participants?		
6. Does the proposal provide documentation that the Proposer will comply with the eCMATS requirement?		
7. Does the proposal commit to performance objectives as outlined in Part II of this RFP?		
8. Does the proposal meet the requirements of a Good Faith Effort as it relates to minority owned and/or woman-owned business enterprises?		
If any of the above questions are answered no, write non-responsive in the adjoining block and proceed no further.		

I. Comprehensive Service Delivery Strategy (50 points total)	
A. Identify the Population the Proposed Program Will Serve.	
1. Response includes evidence of a history of delivering successful services in Davidson County.	2 pts.
2. Response indicates an existing relationship with the identified school and/or Academy that has previously led to successful outcomes for young people.	3 pts.
B. Description of Comprehensive Service Delivery Strategy.	
1. The proposed program fits logically within the mission and structure of the organization or agency as a whole.	5 pts.
2. The logic model provided thoughtfully reflects the mandatory program components and performance measures and appears to lead to successful outcomes for participants.	10 pts.
3. The service delivery plan provided incorporates the earlier logic model and adequately describes program components and activities. Mandatory elements are addressed on a separate sheet.	10 pts.
C. Evidence of Past Success	
1. Response includes evidence of past success in delivering tutoring, study skills training and instruction leading to the completion of secondary school, including dropout prevention strategies and/or of successfully connecting youth to such services in the community. Within the context of services coordinated through the Academies of Nashville, these opportunities may also look like ACT and Compass Test preparation, connection with appropriate credit recovery strategies, and other similar interventions. Letters of Agreement or other formal partnership agreements are included if appropriate.	2 pts.
2. Response includes evidence of past success in delivering alternative secondary school services and/or of successfully connecting youth to such services in the community. Within the context of services coordinated through the Academies of Nashville, these opportunities may also look like connection to A+ Credit Recovery, or assistance with transitioning to other programs within the district more likely to facilitate secondary school completion with the individual student. Letters of Agreement or other formal partnership agreements are included if appropriate.	2 pts.

3. Response includes evidence of past success in delivering summer employment opportunities that are directly linked to academic and occupational learning and/or of successfully connecting youth to such services in the community. Within the context of services coordinated through the Academies of Nashville, these opportunities may also look like internships, work-based learning opportunities, job shadowing, and informational interviewing. Letters of Agreement or other formal partnership agreements are included if appropriate.	2 pts.
4. Response includes evidence of past success in delivering paid and unpaid work experiences for youth. Within the context of services coordinated through the Academies of Nashville, these opportunities may also look like internships, work-based learning opportunities, job shadowing, and informational interviewing. Letters of Agreement or other formal partnership agreements are included if appropriate.	2 pts.
5. Response includes evidence of past success in delivering occupational skills training as appropriate and/or of successfully connecting youth to such services in the community. Within the context of services coordinated through the Academies of Nashville, these opportunities may look like support for credentialing fees, dual-enrollment, Advanced Placement, International Baccalaureate, and Cambridge ACE exams. Letters of Agreement or other formal partnership agreements are included if appropriate.	2 pts.
6. Response includes evidence of past success in delivering leadership development opportunities and/or of successfully connecting youth to such services in the community. Within the context of services coordinated through the Academies of Nashville, these opportunities may also include facilitation and support for student participation in career oriented student organizations such as HOSA, DECA, SkillsUSA, etc. Letters of Agreement or other formal partnership agreements are included if appropriate.	2 pts.
7. Response includes past success in delivering supportive services and/or of successfully connecting youth to such services in the community. Letters of Agreement or other formal partnership agreements are included if appropriate.	2 pts.
8. Response includes evidence of past success in delivering adult mentoring services and/or of successfully connecting youth to such services in the community. Letters of Agreement or other formal partnership agreements are included if appropriate.	2 pts.
9. Response includes evidence of past success with providing program follow-up services and/or of successfully connecting youth to such services in the community. Letters of Agreement or other formal partnership agreements are included if appropriate.	2 pts.
10. Response includes evidence of past success with providing comprehensive guidance and counseling and/or of successfully connecting youth to such services in the community. Letters of Agreement or other formal partnership agreements are included if appropriate.	2 pts.

Positive Youth Development (20 points total)	
A. Promote a Sense of Physical, Social and Emotional Safety. Youth must feel as though the adults in this setting will protect them from any harm. They also must feel they are valued and accepted by the group.	
1. Policies are provided that address confidentiality, social media and on-line engagement with young people, and the physical and emotional safety of participants. Policies are reasonable and comprehensive.	2 pts.
2. Response includes evidence of meaningful steps taken to ensure that staff has the necessary cultural competencies to affectively interact with a diverse client base. Examples may be professional development for staff, on-going training, policies and other awareness-building activities or actions.	2 pts.
B. Encourage Relationship Building. Young people need many supportive long-term relationships to help them navigate their adolescence. They need guidance from caring adults as well as emotional and practical support from their peers.	
1. Response includes strategies for staff recruitment that seem likely to lead to successfully hiring staff with diverse backgrounds and backgrounds that reflect those of youth participants. Job descriptions and/or position qualifications are also included.	2 pts.
2. Response includes logical strategies for building staff capacity and reducing turn-over. Response includes evidence that staff is included in setting and assessing performance goals for themselves and for the program.	2 pts.
C. Foster Meaningful Youth Participation. Youth must have an active role, voice and choice in shaping their experiences. They must have the opportunity to practice and develop leadership skills, and they must know their contributions are valuable.	
1. Response includes evidence of past use of comprehensive assessments in the past 12 months.	1 pt.
2. Response includes evidence of youth voice and choice being integrated into individual activity planning and goal setting in the past 12 months.	1 pt.
3. Response includes evidence of a process or protocol for revisiting youth goals and activities over time. Both on-going assessment results and the youth's own voice and choice are taken into consideration during that process.	2 pts.

D. Provide Opportunities for Building Purpose. Young people must live purposefully and contribute in meaningful ways. Creating opportunities for youth to become involved in the community and for community members to interact with youth is a powerful way to foster a sense of purpose and develop positive values.	
1. Response includes evidence that the theme or focus area of the Academy as well as employer-partner driven opportunities are fully integrated into the comprehensive service delivery strategy, reflects the assessment process and participant voice and choice, and is part of a comprehensive strategy leading to participant goal attainment.	2 pts.
2. Response includes evidence that college access (including developing post-secondary aspirations in participants, meaningfully developing their awareness of what is required to attend, improving their academic readiness, supporting them in the entrance process, and helping them with affordability options) is fully integrated into the comprehensive service delivery strategy, reflects the assessment process and participant voice and choice, and is part of a comprehensive strategy leading to participant goal attainment.	1 pt.
3. Response includes evidence that leadership and service skills and opportunities are fully integrated into the comprehensive service delivery strategy, reflects the assessment process and participant voice and choice, and is part of a comprehensive strategy leading to participant goal attainment. Response indicates past experience with student-directed service projects or capstone experiences in the last 12 months.	1 pt.
E. Engage Youth in Learning Experiences that Build Valuable Life Skills. Young people need opportunities for experiential learning that will help them build skills needed to succeed in every area of life.	
1. Response includes evidence that strategies for improving basic literacy and numeracy skills of participants are fully integrated into the comprehensive service delivery strategy.	1 pt.
2. Evidence is provided of formalized relationships between the program and the specific high schools AND Academies with which the proposer is partnering.	1 pt.
3. Response includes explanation of how supportive services will be integrated into other program elements to achieve performance.	2 pts.

III. Quality Program Management (30 points total)	
A. Description of how the organization creates a culture of data-driven decision-making and accountability.	
1. Response includes a description of information management systems used in the past, their report generating capabilities, and the use of resultant data for performance management and continuous improvement.	2 pts.
2. Response indicates a reasonable balance between cost effectiveness and achieving desired outcomes for youth.	2 pts.
3. Proposal demonstrates and adequately describes past success with tracking performance outcomes.	2 pts.
4. Response includes any applicable WIA-Youth specific outcomes and performance.	2 pts.
5. Response includes the organization's strategic and organizational goals, along with description of planning process and progress dissemination.	2 pts.
B. Identifying the meaningful collaborative partnerships currently in place to support the proposed program.	
1. Response describes the resources and services for youth that the program has leveraged in the past through collaborative relations and/or shared locations and services with other youth serving programs, organizations and/or school systems. These services may or may not be above and beyond the services required in the Ten WIA Elements. Any relevant letters of agreement or memorandum of understanding are provided.	5 pts.

C. Description of the organization's financial management infrastructure.	
1. Response includes evidence that Financial Management staff has direct experience with and appropriate qualifications for managing Federal grants. Examples may include resumes and/or job descriptions.	3 pts.
2. Response includes evidence of financial and in-kind supports available to the program other than through NCAC that will provide material enhancement to the overall program proposed.	2 pts.
3. The budget narrative fully explains the expenses for the proposed grant.	5 pts.
4. The budget narrative and the budget align with the proposed activities described in the comprehensive service delivery strategy and demonstrate reasonable costs.	5 pts.