2021 REQUEST FOR PROPOSALS – 20212910
WORKFORCE SERVICES –DENVER YOUTH EMPLOYMENT PROGRAM

PROPOSAL GUIDELINES

SECTION A. GENERAL INFORMATION

A.1 INTRODUCTION
The City and County of Denver’s Office of Economic Development (DEDO), on behalf of the Denver Workforce Development Board (Denver WDB) is seeking to contract with Youth Service Provider(s) that employ vision, innovation, accountability, and efficient and effective utilization of resources in workforce development programming. The DEDO/Denver WDB, is seeking proposals from experienced organizations interested in providing a transformative, state-of-the-art business model that reinforces our mission, vision, and values to provide services to Out-of-School Youth (OSY). The OSY program authorized by the Workforce Innovation and Opportunity Act (WIOA) and serves out-of-school and disconnected youth within the City and County of Denver.

It is Denver’s goal to create a state-of-the-art and coordinated workforce system that focuses on a fully integrated service delivery strategy, which ensures that all customers flow seamlessly throughout. As customers are engaged across multiple entry points, their individual needs shall be identified and addressed, and they will be provided with access to programs, services and navigation to supplementary supports. This service delivery model is a collective impact approach to help customers discover appropriate and client-centered services at a single location. This vision promotes cutting-edge practice and technology that fosters livable sustainable wages, sustainable employment, as well as offering career pathways for Denver’s vulnerable populations.

A.2 BACKGROUND
Denver Economic Development & Opportunity
DEDO is dedicated to leading an inclusive and innovative economy for all Denver residents and neighborhoods.

Through its operation of the Denver Workforce Centers, also known as the workforce system, DEDO serves as an employment and training resource for employers, job seekers, veterans, and youth throughout the metro area. Denver’s workforce system connects employers with a trained and ready workforce and assists job seekers with acquiring skills needed to secure sustainable employment. Between serving and supporting employers, assisting a wide range of job seekers, and aligning safety net services with tools for economic independence, Denver strives to balance the ongoing demand for essential services with an eye on continuously improving our customers’ experience and meeting the needs of a diverse population.

Denver’s workforce strategies are designed to reduce skills gaps across targeted industries with an emphasis in Construction/Skilled Trades, Education, Healthcare, Information Technology (IT), Manufacturing, Professional & Financial Services and Retail & Hospitality, as well as all additional industries as identified in the local and regional plan to help job seekers obtain positions that pay livable sustainable
wages throughout all industries. The focus is on “stackable credentials,” an approach that encourages workers with a roadmap of incremental, progressive skills that will lead to better jobs along each career path.

Denver Workforce Development Board

Authorized by the Workforce Innovation and Opportunity Act (WIOA, Pub. L. No. 113 – 128, July 22, 2014), and certified by the Colorado Workforce Development Council (CWDC) as a local area, the Denver Workforce Development Board (DEDO/Denver WDB) serves as a strategic convener to promote and broker aligned relationships between the Mayor and economic development, education, and workforce partners to engage in and implement state-of-the-art talent development solutions tailored to meet the needs of Denver area businesses and job seekers as part of an integrated, holistic, customer-centered, and effective business-driven workforce development system. As such, the Mayoral appointed board provides program oversight and policy guidance for all federal, state, and locally funded workforce development programs, including the operation of the Denver Workforce Centers, and in partnership with the Mayor, carries out designated functions under WIOA in Denver, including the designation of a competitively procured One-Stop Operator(s) and Service Providers. For more information, please visit www.denvergov.org/workforce.

Workforce Innovation and Opportunity Act

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014, and is the first legislative reform of the public workforce system in 15 years. WIOA presents an extraordinary opportunity to improve career options for our nation’s workers and jobseekers through an integrated, and business-driven public workforce system that links diverse talent to businesses. It supports the development of strong, vibrant regional economies where businesses thrive and people want to live and work.

WIOA retains the nationwide system of one-stop centers, which directly provide an array of employment services and connects customers to work-related training and education. WIOA furthers a high quality one-stop center system by continuing to align investments in workforce, education, and economic development to regional in-demand jobs. The law places greater emphasis on one-stops achieving results for job seekers, workers, and businesses. WIOA reinforces the partnerships and strategies necessary for one-stops to provide job seekers and workers with the high-quality career services, education and training, and supportive services they need to acquire sustainable employment opportunities with a livable sustainable wage.

WIOA outlines a broader youth vision that supports an integrated service delivery system and gives a framework through which states and local areas can leverage other Federal, State, Local, and philanthropic resources to support out-of-school youth. WIOA affirms the U.S. Department of Labor’s (USDOL) commitment to providing high quality services for youth and young adults beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, and culminating with a career pathway or enrollment in post-secondary education that will garner a livable sustainable wage.

Denver’s workforce system has provided services pursuant to the data points listed below (based on average of data from Program Year (PY) 19, and PY20’s goals):

- Annual total of WIOA Out of School Youth participants: 101

Denver’s workforce system has projected the following services pursuant to the data points listed below for Program Year 21:

- Annual total of WIOA Out of School Youth participants: 259
A.3 SCHEDULE OF EVENTS

2021 DENVER YOUTH EMPLOYMENT RFP
ON-LINE APPLICATION AVAILABLE HERE

- **RFP ISSUED**  
  Friday November 12, 2021 1:00 p.m. (MST)

- **PRE-PROPOSAL QUESTIONS DUE**  
  Friday November 19, 2021 4:00 p.m. (MST)  
  All questions regarding the RFP must be submitted in writing by e-mail to DEDO_BusinessDevelopment_Proposals@denvergov.org, or asked at the Pre-Proposal Conference. After the RFP is issued, Proposers are prohibited from contacting City employees regarding this RFP directly.

- **PRE-PROPOSAL CONFERENCE**  
  Tuesday, November 30, 2021 2:30 (MST)  
  This will be a MICROSOFT TEAMS LIVE EVENT. Representatives from Denver’s Workforce Services team and other City staff will share the city’s guiding principles, priorities, and regulatory requirements relevant to, the 2021 Denver Youth Employment Program and RFP process. Prospective proposers will have the opportunity to ask questions. Pre-Registration is not required, please use the following link to JOIN THE LIVE PRE-PROPOSAL CONFERENCE

- **QUESTIONS ON RFP GUIDELINES DUE**  
  Friday, December 3, 2021, 4:00 p.m. (MST)  
  Any Final questions regarding the RFP must be submitted in writing by 4:00 PM MST, Friday, December 3, 2021.

- **ADDITION TO RFP RELEASED**  
  Tuesday December 7, 2021  4:00 p.m. (MST)  
  If necessary, the City will issue an addendum with answers to questions and any significant changes to the RFP by 4 p.m. on Tuesday December 7th. The addendum will be made available through DEDO’s Funding Opportunities webpage  
  It is the responsibility of the proposer to confirm that they have acquired all addenda related to this solicitation and they have reviewed and complied with the requirements therein.

- **COMPLETED PROPOSAL SUBMISSION DEADLINE**  
  Monday December 13, 2021 4:00 p.m.(MST)  
  Proposals must be received no later than date and time listed in the Schedule of Events. Proposals not submitted through the on-line application will not be considered. Individual Proposals will not be read in public or available for public inspection until after an award determination has been made and agreement is executed.

Note: Technical questions and technical support regarding the on-line application will be accepted and answered individually up to the proposal submission deadline listed above in the Schedule of Events.
A.4 ELIGIBLE RESPONDENTS

Eligible respondents include governmental, educational institutions or not-for-profit organizations or agencies engaged in a public service. Private, for-profit organizations engaged in providing employment and training and educational opportunities may apply. Proposers must be registered with the Colorado Secretary of State to do business in Colorado. Entities that are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency are not eligible. Proposal reviews and awards are contingent upon respondents being current with the City on any loan, contractual, or tax obligation as due, and in compliance with rules, regulations, and provisions of existing or past City contracts.

A.5 ALTERNATE RESPONSES

It is our intent to solicit proposals that afford the City the most cost efficient, technically responsive proposal for the acquisition of the subject matter of this RFP. However, we recognize that there may be arrangements different from that requested hereunder that would offer additional benefits to the City while satisfying the applicable requirements of this RFP. Accordingly, you may submit alternative proposals for consideration, which offer such additional benefits in addition to the requested baseline proposal. These alternatives will be evaluated in conjunction with the primary (baseline) approach for each proposal.

A.6 ACCEPTANCE PERIOD

Proposers agree that their proposal will remain valid and that the City may accept it within 120 days of the proposal submission deadline listed above in the Schedule of Events.

A.7 TECHNICAL REQUIREMENTS/ SCOPE OF SERVICES

Sections B and C of this RFP contain our proposed Scope of Services and Proposal and Response Requirements. This document shall form the basis of a Contractual Agreement covering the subject matter of this RFP. The City reserves the right to reject any proposed modifications. The City welcomes cost saving proposals which still satisfy all technical and business objectives.

A.8 PRICING/ PROPOSED BUDGET

Budgets shall be in the format contained in General Response form of this RFP. Alternative approaches for the pricing of the requested products and services may be provided; however, such alternate approaches shall be described separately and must be in addition to the general response form as appropriate. Do not include cost or price figures anywhere except in the cost and pricing section.

A.9 RFP CONDITIONS AND PROVISIONS

This proposal must be certified by a duly authorized official of the proposing company. The completed and certified proposal (together with all required attachments) must be submitted in the manner described in Section C on or before the time and date in Section A.3.

All participating proposers, by their certification hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the Proposer in this proposal shall constitute cause for rejection by the DEDO. Should the City omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the proposer shall secure written instructions from the DEDO.
All proposers are required to complete all information requested in this proposal. Failure to do so will result in the disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

Unit prices for each item shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

The City reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award a contract for the items hereon, either in part or whole, if it deems it to be in the best interests of the City to do so.

The successful proposer(s) will be in complete compliance with all specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful proposer(s) to ensure such compliance.

The City shall not be liable for any costs incurred by the proposer in the preparation of proposals or for any work performed in connection therein.

**A.10 GRATUITIES AND KICKBACKS**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) 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 of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

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 proposer or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

**A.11 NON-COLLUSIVE VENDOR CERTIFICATION**

By the submission of this proposal, the proposer certifies that:

- The proposal has been arrived at by the proposer independently and has been submitted without collusion with any other proposer.
- The contents of the proposal have not been communicated by the proposer, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- No proposer shall submit more than one proposal for the same services solicited through this RFP. It shall be the responsibility of each proposer to obtain the prior written permission of the DEDO before proposal opening in every situation in which the proposer, due to corporate association or other affiliation, may be found to be impermissibly associated with another proposer. Failure to observe this requirement could result in all such affiliated proposals being rejected.
A.12 EVALUATION

All proposals will be reviewed by an Evaluation Team comprised of the DEDO/Denver WDB, DEDO staff and additional evaluators with subject matter expertise. All data and information from the proposer must be submitted as described in section A.3 (SUBMISSION OF PROPOSALS) above. No additional information, documents or inquiries pertaining to the proposal will be considered during the selection process.

The Evaluation Team will determine which of the proposals will provide the best value to the City, based on the responses to Section C.2, using the following criteria:

- Organization Overview
- General Program
- OSY Program

The City may request oral presentations as part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more proposers.

A.13 DECISIONS

Based upon the information provided by the proposers, the Evaluation Team will evaluate proposals. The evaluations will be ranked according to scores and proposed services, and recommendations forwarded to DEDO/Denver WDB and DEDO Senior Management for review and approval.

Successful proposers will be invited to engage with the City to finalize the scope of work. Any award(s) as a result of these proposals shall be contingent upon the execution of an appropriate contract. Attachment A of this proposal contains our proposed terms and conditions. These terms and conditions shall form the basis of a Contract covering the subject matter of this proposal. If there is contention(s) with the Terms and Conditions, a brief explanation and alternative language, if any, should be included in your response. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications.

A.14 ANTICIPATED FUNDING AND PERIOD OF PERFORMANCE

The DEDO/Denver WDB anticipates that total funding of up to $900,000 for OSY programs will be available for contract/s awarded through this RFP. Funding for this RFP is expressly contingent upon final budget approval of the U.S. Congress, written authorization from CDLE, and approval by the Mayor and City Council of the City and County of Denver. The City, DEDO and the DEDO/Denver WDB reserve the right to negotiate the final contracts.

The DEDO/Denver WDB will award funding to one or more entities that demonstrate an ability to effectively deliver and manage services as described within this RFP at the best value. Agreements are anticipated to have terms effective July 1, 2022, through June 30, 2023. The DEDO/Denver WDB reserves the right to renew agreements for up to three (3) additional one (1)-year period based on contractor performance, achievement of benchmarks, funding availability, ability to leverage funds, compliance with all applicable regulations and other program requirements.

A.15 DISCLOSURE OF CONTENTS OF PROPOSALS:

All proposals become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked “Trade Secrets”, “Confidential”, “Proprietary”, or “Trade Secret”. Items so
marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, the City will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City’s non-disclosure of such information.

SECTION B: SCOPE OF SERVICES

WIOA OUT-OF-SCHOOL YOUTH (OSY) SERVICE COMPONENTS

Integrated youth services must be available through one-stop service delivery model. Proposals should address how the following services will be met by the service provider or partners.

Outreach and Recruitment

- The selected service provider shall conduct outreach and recruitment efforts throughout the Denver Metro area to generate quality enrollments of youth participants. Outreach shall be conducted in conjunction with the one-stop center and will include other service providers, programs, and educational institutions.

Eligibility, Orientation, Assessment, and Suitability

To be eligible for the WIOA OSY program, the youth must be:

A. Not attending any school (as defined under State law) - must meet one of the following:
   1. Colorado Department of Education Secondary Out-of-School Definition: Out-of-school means youth up through age 21, who are entitled to a free public education in the State but are not currently enrolled in a K-12 institution. This could include students who have dropped out of school, youth who are working on a high school equivalency outside of a K-12 institution, and youth who are “here-to-work” only.
   2. USDOL Post-Secondary Out-of-School Definition: To be considered out-of-school, a youth must not be registered for or attending any credit-bearing post-secondary classes, whether remedial or regular. A youth may be considered “out-of-school” if registered for or attending ONLY non-credit-bearing post-secondary classes. This definition applies upon registration for specific post-secondary classes, even if classes have not started.
   3. Additional Out-of-School Categories:
      1. Adult Basic Education: WIOA youth programs may consider a youth to be out-of-school youth for purposes of WIOA youth program eligibility if they are attending Adult Education provided under Title II of WIOA, YouthBuild, or Job Corps.
      2. SWAP: Youth participating in the School to Work Alliance Program, who are no longer enrolled in secondary school, would be considered out-of-school. These individuals may have dropped out, aged out at 21, or obtained their diploma or certificate of completion.
      3. GED, HiSET, or TASC Classes: Youth enrolled in GED, HiSET or TASC prep classes outside of the K-12 system would be considered out-of-school.
      4. Dropout Reengagement Program: Youth enrolled in one of these programs would be considered out-of-school.
      5. Transition Program: Youth enrolled in a WIOA Title II Adult Education transition program would be considered out-of-school.
Note Regarding School Activities During Participation: An individual who is out-of-school at the
time of enrollment and subsequently placed in a school program during participation will still be
considered an out-of-school youth for eligibility purposes.

B. Age: Not younger than age 16 or older than age 24 at the time of enrollment; AND

C. Must meet one or more of the following:
   1. A school dropout (an individual who is no longer attending any school and who has not
      received a secondary school diploma or its recognized equivalent). There is no time limit
      regarding this requirement; example: a 22 year old youth who dropped out of high school
      several years ago, has no diploma or equivalency, and also is currently not attending any
      school. Dropout status is determined at enrollment and does not change with any education
      activities that occur during participation.
   2. Not Attending Secondary School: A youth who is within the age of compulsory school
      attendance, but has not attended school for at least the most recent complete school year
      calendar quarter (three consecutive months within a single complete school year and not split
      between 2 school years).
      Note Regarding Colorado Compulsory School Attendance Age:
      • In General: A child who has attained the age of six years on or before August 1 of each
        year and is under the age of seventeen (17) years
      • Home-Schooled: A child who is home-school is covered under the Compulsory School
        Attendance Act up to age sixteen (16).
   3. A recipient of a secondary school diploma or its recognized equivalent who is a low-income
      individual and is—
      i. basic skills deficient; or
      ii. an English language learner;
   4. Offender: An individual who is subject to the juvenile or adult justice system;
   5. Homeless/Runaway: A homeless individual (as defined in section 41403(6) of the Violence
      Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), a homeless child or youth (as defined in
      section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), or a
      runaway
   6. Foster Care: In foster care or has aged out of the foster care system, a child eligible for
      assistance under section 477 of the Social Security Act (42 U.S.C. 677), in an out-of-home
      placement, or an individual who has attained 16 years of age and left foster care for kinship
      guardianship or adoption
   7. Pregnant or parenting, including those who are married and custodial or non-custodial
      parents, male or female parents
   8. Disabled: A youth who is an individual with a disability;
   9. A low-income individual who requires additional assistance to enter or complete an
      educational program or to secure or hold employment.

Note Regarding Low Income: Low income is not required for all out-of-school youth; low income is
only required if category 3 or 9 above is used for eligibility.

Youth Program Design (Section129(c)(1)) must include:

• An objective, individualized assessment of the academic levels, skill levels and service needs of
each youth. The objective assessment must include a review of basic skills, work readiness skills,
occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs and developmental needs for the purpose of identifying appropriate services and career pathways for youth. Recent assessments conducted pursuant to another education or training program may be utilized.

• Development of Service Strategies for all youth served. The Individual Service Strategy is a plan that identifies career pathways that include education and employment goals, appropriate achievement objectives, and appropriate services for the youth, taking into account the assessment results. Recent service strategies developed for the youth under another education or training program may be utilized.

• Services that provide:
  o Activities leading to the attainment of a secondary school diploma or recognized equivalent or a recognized postsecondary credential;
  o Preparation for postsecondary educational and training opportunities;
  o Strong linkages between academic and occupational education that lead to the attainment of recognized postsecondary credentials;
  o Preparation for unsubsidized employment opportunities, in appropriate cases; and
  o Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

Youth Program Elements (Section 129(c)(2)) (provided directly or through referrals to other resources) must include:

• Instruction leading to completion of secondary school or recognized equivalent or a recognized postsecondary credential, including dropout prevention and recovery strategies, tutoring and study skills training, as appropriate;
• Alternative secondary school services, or dropout recovery services, as appropriate;
• Paid and unpaid work experiences with an academic and occupational education component, including summer and year-round employment opportunities, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities, as appropriate;
• Occupational skill training, with priority consideration for training programs that lead to recognized postsecondary credentials aligned with in-demand industry sectors or occupations, as appropriate;
• Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
• Services that provide labor market and employment information about in-demand industry sectors or occupations in the local area, such as career awareness, career counseling, and career exploration services;
• Activities that help youth prepare for the transition to post-secondary education and training.
• Financial literacy education;
• Entrepreneurial skills training;
• Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors, as appropriate;
• Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
• Supportive services;
• Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
• Follow-up services for 12 months after the completion of participation;

The specific services a youth will receive is based upon the youth’s objective assessment and individual service strategy.

• Selected service providers will determine and verify program eligibility prior to program enrollment in the WIOA youth program. Documentation verifying eligibility for all programs must be collected within the timeframes required by program law and regulations. Eligibility documentation must be obtained and retained electronically in the state system, Connecting Colorado and in a paper (hard) case file.

• A comprehensive orientation will be provided to all youth, regardless of entry point. Orientation should include sharing information and services available through the workforce system, including partner services and any other pertinent resources to ensure successful completion of the youth’s education and employment goals.

Work-Based Learning

At least 20% of WIOA Youth program funding must be spent on work-based learning. The selected service provider(s) is expected to provide work-based activities that include, but are not limited to:

• Registered Apprenticeships;
• Pre-Apprenticeships;
• Work Experience and Internships; and
• On-the-Job Training Opportunities.

These placements should provide an understanding of career options within a given industry, develop industry-relevant work-based readiness skills, employment competencies, and connect youth with next steps resulting in post-secondary education, training, and/or employment).

Whenever youth under the age of 18 are placed in work-based trainings, the service provider(s) is required to conduct a criminal background check(s) in adherence to the DEDO-DWS Background Check Requirements for Youth Service Providers and Employers policy. Selected Service Provider(s) will be ultimately responsible for ensuring that participants in all employment-related program services, in both paid and unpaid work-based activities, are covered under either the Contractor’s or employer’s Worker’s Compensation insurance policy.

Performance Metrics & Outcomes

In concert with DEDO/Denver WDB, the selected Service Provider(s) must develop and implement performance management practices to ensure strong program evaluation. These methods should evaluate program effectiveness and performance outcomes and evaluate the resources development strategy to ensure programmatic interventions achieve optimal results that meet local needs. Selected Service Provider(s) will need to demonstrate their willingness and commitment to rapid cycle learning and evaluation processes, in addition to other evaluation techniques. This may include participation in aspects such as strategic planning sessions and other evaluation technical assistance provided by DEDO/Denver WDB or external evaluation entities.

The providers must provide monthly and quarterly reports on programming and the use of funds to DEDO/Denver WDB. These reports may include, but are not limited to, enrollment, employment retention, median earnings, credential attainment, measurable skill gains, and financial details. In addition, the
selected Service Provider(s) will work with DEDO/Denver WDB to establish quarterly and annual performance goals and submit quarterly performance reports.

Note: All providers are expected to meet or exceed all associated performance measures. These performance measures are negotiated with the state on an annual basis and are therefore subject to change.

**WIOA Youth Required Performance Measures:**
- Education and Employment Rate - 2nd Quarter After Exit
- Education and Employment Rate - 4th Quarter After Exit
- Median Earnings - 2nd Quarter After Exit
- Credential Attainment
- Measurable Skill Gains
- Effectiveness in Serving Employers (TBD from USDOL)

Service Provider(s) will be responsible for not only the federal performance measures for each program, but also additional outcome goals and metrics to communicate a broader picture of performance to DEDO/Denver WDB both short-term and long-term. Examples of what such measures may look like are shown below. These additional measures will assist with reducing service gaps within the community, increase our understanding of under- and unemployment, and align workforce development programs with other citywide initiatives and efforts.

**DEDO/Denver WDB Program Metrics:**
- Cost Per – average cost per figures on each of the following:
  - Participant
  - Metric
  - Outcome
- Participation Rates – number of individuals enrolled/co-enrolled in a program(s) within the system
- Completion Rates – number of individuals who have exited a program(s) within the system
- Training Related Placement and Retention
- Three Part Program Cost Breakdown:
  - Direct cost to customer
  - Admin/Oversight (management)
  - Program Delivery (case managers)

The ideal Service Provider(s) will be open to flexibility in program delivery and having a cooperative relationship in determining which sets of services are most effective.

**Role of the Service Provider**

The WIOA youth service provider is a core partner in Denver’s workforce system. As a core partner, WIOA requires the service provider to participate and contribute to the operation of Denver’s workforce system through an established MOU with the One-Stop Operator that details how infrastructure costs and certain additional costs will be contributed to establish and maintain the one-stop delivery system based on proportionate use and relative benefit received. The MOU must contain, among other things, how the
service provider will contribute to the overall infrastructure of the AJC, identifying program services, and how they will be aligned and accessed within the AJC in an efficient and effective manner.

In addition, the service provider is responsible for outreach and recruitment, eligibility determination, the provision of the **fourteen WIOA youth program elements**, meeting the required WIOA youth performance metrics, and reporting promising practices. The youth provider shall ensure all services accessed or provided are compliant with the American Disability Act (ADA) and WIOA Nondiscrimination and Equal Opportunity (EO) guidelines.

**Clarifying Partner Expectations**

The selected youth service provider(s) is expected to participate in partner meetings with the One-Stop Operator and other workforce system service providers to encourage communication among partners, leverage resources, discuss effectiveness of the system, and create strategies to serve all customers. The youth service provider(s) is expected to coordinate the development of MOUs and/or contracts to offer all the fourteen WIOA elements with the One-Stop Operator.

**Data, Record Keeping, Validation, and Reporting**

While there are many state and federal requirements for data collection across the WIOA programs, Denver will require a standardized data collection procedure involving the Service Provider(s) that ensures a comprehensive, detailed and comparable record for each participant. This will include quantitative participant demographic information and services received, individual and family characteristics, and qualitative data across all programs. Baseline data collection at the outset of the project should be followed by data gathering activities at regular intervals to record the programs and its participants evolving history and data records.

Selected Service Provider(s) will have access to existing databases for use in participant record keeping. Denver records WIOA in a state-managed database system, Connecting Colorado (CC), which supports WIOA and Wagner-Peyser Programs and is maintained by the Colorado Department of Labor and Employment (CDLE). Service Provider(s) shall utilize Connecting Colorado and/or any designated management information data base system required by program for data collection and documentation.

Service Provider(s) must ensure documents are legibly imaged to a prescribed file management and document imaging system, and must maintain both an electronic and hard file record of documentation. The Service Provider(s) must maintain program, participant, and financial records for **seven years** from completion of services in accordance with the City and County of Denver’s file retention policy. The Service Provider(s) must develop policies and procedures that ensure the proper use of data and demonstrate that controls are sufficient to prevent identity theft, fraud and abuse as well as maintain a sophisticated and secure technology structure.

**Fiscal Accountability and Stewardship of Federal Resources Supporting the Workforce System**

Service Provider(s) operations must be conducted in compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and with fiscal accountability and stewardship of the federal funding supporting the activities. Stewardship refers to processes and structures that manage, allocate and monitor resources to ensure that Federal funds are utilized to carry out a program for a public purpose specified in the authorizing statute.
Internal control can help an entity achieve its performance and profitability targets and prevent loss of resources. It can help ensure reliable financial reporting. And it can help ensure that the enterprise complies with laws and regulations, avoiding damage to its reputation and other consequences.

Internal control consists of five interrelated components –

- **Control Environment** – The control environment factors include the integrity, ethical values and competence of the entity's people; management's philosophy and operating style; the way management assigns authority and responsibility, and organizes and develops its people; and the attention and direction provided by the board of directors.

- **Risk Assessment** – Risk assessment is the identification and analysis of relevant risks to achievement of the objectives, forming a basis for determining how the risks should be managed.

- **Control Activities** – Control activities are the policies and procedures that help ensure management directives are carried out. They include a range of activities as diverse as approvals, authorizations, verifications, reconciliations, reviews of operating performance, security of assets and segregation of duties.

- **Information and Communication** – Pertinent information must be identified, captured and communicated in a form and timeframe that enable people to carry out their responsibilities.

- **Monitoring** – Internal control systems need to be monitored. This is accomplished through ongoing monitoring activities, separate evaluations or a combination of the two. The scope and frequency of separate evaluations will depend primarily on an assessment of risks and the effectiveness of ongoing monitoring procedures.

Financial System Requirements –

- **Budget Controls**: The organization has a method for tracking planned expenditures that allows it to compare actual expenditures or outlays to planned or estimated expenditures.

- **Cash Management**: The organization’s cash draws are necessary and reasonable, and the timing and amount of such draws appear to be as close as possible to the actual disbursement of federal funds for the payment of allowable and allocable costs incurred under the contract.

- **Program Income**: The organization is aware of the requirements for earning, spending, and reporting program income.

- **Cost Allocation**: The organization only allocates costs to the contract to the extent that a benefit was received.

- **Allowable Costs**: The organization has a system in place to ensure the program is incurring necessary and reasonable costs and is only charging allowable and allocable costs to the contract.

- **Internal Controls**: Effective control, integrity, and accountability are maintained for sub-recipient cash, personal property, and other federally funded assets.

- **Financial Reporting**: The organization has an accounting system that allows it to maintain accurate and complete disclosure of the financial results of its contract activities and those of its sub-recipients according to the financial reporting requirements of the contract.

- **Documentation Required for Monitoring and/or Invoice Submittal:**
  - General ledger;
Cash receipts and cash disbursements journals/reports or equivalent;
Bank statements, reconciliation, deposit slips and canceled checks for each bank account through which WIOA funds were received or disbursed;
All contracts and MOUs with DEDO/Denver WDB including all amendments;
All financial reports and documentation supporting requests for reimbursement;
Payroll records including Individual Earnings Record, Employee Withholding Authorization (W-4), FICA reporting forms, federal and state withholding, Unemployment taxes, Employee Personnel Files, Time Records and Employee Time/Salary Allocation plans;
Invoices and/or supporting data for non-payroll disbursements.

Compliance: in accordance with GAAP/GAGAS as applicable.

Leveraged Resources
Leveraged resources encompass both the traditional definition of cost sharing (match) plus other resources available to the contractor and used to accomplish contract outcomes. These resources must include costs allowable under the 2 CFR PART 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Successful organizations will be required to report leveraged resources on a quarterly basis to the funding agency.

Transitional Planning
In the event of a service provider transition, the applicant must be prepared to address multiple aspects of transition, including but not limited to:

- Staffing/Personnel
- Customers
- Community and Stakeholders
- Site Plan
- Technology/Infrastructure
- Fiscal
- Marketing/Communication/Outreach

Internal Sub-Recipient Monitoring
In accordance with WIOA Contract Monitoring and Audit Procedures the Service Provider(s) must cooperate with any contract monitoring, inspection or audit requests from DEDO/Denver WDB, the City and County of Denver, the Colorado Department of Labor and Employment, USDOL and any other internal or external auditors. Providers must also ensure compliance with all sub-recipient monitoring of its subcontractors.

Service Provider(s) must also demonstrate the capacity to ensure internal program record management procedures that ensure auditable and adequate records are maintained demonstrating the eligibility of all WIOA customers as well as confirm adherence to specific requirements and time limitations. Service Provider(s) are required to have an Office of Management and Budget (OMB) single audit, share any audit results or findings with federal, state, and DEDO/Denver WDB monitors and develop corrective action plans.

Regulatory Requirements
The contracts awarded, activities performed and services provided under this RFP must be in compliance with all applicable regulations and other program requirements, including, but not limited to, those outlined below:

• The Deficit Reduction Act of 2005, 109 P.L. 171;

• Any and all federal, state, or City rules and regulations promulgated pursuant to the Federal Personal Responsibility and Work Opportunity Reconciliation Act and the Colorado Works Program Act including but not limited to 45 C.F.R. 260, 45 C.F.R. 261, 3 C.C.R. 3.600 et seq.;


• Department of Labor (USDOL), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter II, Part 2900 et al. (December 19, 2014);

• 20 CFR Parts 603, 675, 679, 681, and 683; 29 CFR Parts 95, 96, 97, and 99; and 34 CFR Part 361;

• 2 CFR Parts 200, Office of Management and Budget (OMB) Guidance for Grants and Agreements – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

• Colorado Revised Statutes (C.R.S.) 8-77-109, Establishment of the Employment Support Fund (ESF) for use by the Colorado Department of Labor and Employment – Division of Employment and Training and C.R.S. 8-83-101, et seq., Workforce Development Part 1 Division of Employment and Training; and C.R.S. 8-83-104 State Employment Service;

• The terms and conditions of the executed WDP Agreement and any Federal and State laws and requirements, including, but not limited to, Federal grant agreements, Federal guidance documents, relevant State-issued Policy Guidance Letters (PGLs), and Program Information. (https://www.colorado.gov/pacific/cdle/pgl);

• United States Department of Labor-Employment and Training Administration (USDOL-ETA) Training and Employment Guidance Letters (TEGLs) issued under the authority of the Workforce Innovation and Opportunity Act of 2014 (WIOA) for the Adult, Youth, Dislocated Worker, Wagner Peyser Employment Service, and other core partner programs concerning guidance on operations, services, and program requirements. http://wdr.doleta.gov/directives/.

SECTION C. PROPOSAL AND RESPONSE REQUIREMENTS

C.1 SUBMISSION OF PROPOSALS

The questions included in the following sections are included in the on-line application. Responses to these items must be included within the appropriate spaces provided in the on-line application. Proposals that are not submitted through the on-line application will not be accepted.

C.2 RESPONSE REQUIREMENTS

Organizational Overview
All proposals must include responses to the Organization Overview Response form regarding the proposing organization.

**General Program**

All proposals must include responses to the General Program Response form regarding the cross-cutting requirements of all service areas.

**Out-of-School Youth (OSY) Program**

All proposals must include responses to the OSY Program Response form regarding the proposing organization.

**SECTION D: ADDITIONAL REQUIRED INFORMATION**

All submitted proposals must include the items listed below. The on-line application includes areas to enter the required information or upload the required documents. Responses to these items must be included within the appropriate spaces provided in the on-line application. Proposals that are not submitted through the on-line application will not be accepted.

**D.1 IRS FORM W-9**


**D.2 DUNS NUMBER AND SAM REGISTRATION**

All contractors receiving Federal funds must be registered in the System for Award Management Database ([www.sam.gov](http://www.sam.gov)). This requires a Data Universal Numbering System (DUNS) Number. Dun & Bradstreet issues unique nine digit DUNS Numbers without charge for all businesses required to register with the US Federal government for contracts or grants. Please see [http://www.dnb.com/get-a-duns-number.html](http://www.dnb.com/get-a-duns-number.html) for more information.

**D.3 CERTIFICATE OF GOOD STANDING FROM SECRETARY OF STATE**

Please attach the proposer’s Certificate of Good Standing with the Colorado Secretary of State’s office to your proposal. Proposing organizations must be registered with the Secretary of State’s office PRIOR TO submitting an application. This can be obtained from the Secretary of State’s website: [http://www.sos.state.co.us/biz/BusinessEntityCriteria.do](http://www.sos.state.co.us/biz/BusinessEntityCriteria.do)

**D.4 AUDITED FINANCIAL STATEMENTS**

All proposals must include financial statements for the two most recent fiscal years; audited financial statements are preferred. If financial statements are not available, the proposer’s most recent federal tax returns must be submitted and will be kept confidential.

**D.5 ORGANIZATION BUDGET**

All proposals must include current the fiscal year budget for the applicant organization.

**D.6 LOBBYING CERTIFICATION**

All proposals must include certification that no funds have been paid by or on behalf of the applicant organization to influence funding decisions regarding this RFP.

**D.7 DRUG-FREE WORKPLACE CERTIFICATION**
All proposals must include certification that the applicant organization will provide a drug-free workplace in compliance with the Drug-Free Workplace Act.

D.8  SAMPLE CONTRACT
The successful Proposer(s) will be required to execute a contract with the City. The City shall assume that the sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to preparation of any list of proposed modifications. All Proposers are strongly advised to seek legal counsel prior to preparing such list. The City reserves the right to accept or reject in its sole discretion any proposed modifications to the sample contract.

The City reserves the right to modify any term or condition of the draft Agreement, and to add, delete or modify terms and conditions as deemed necessary, prior to execution of a final agreement. Proposers will be presumed to have submitted their Proposals based upon all the information set forth in the contract and in a manner fully cognizant of the requirements of the contract. The City reserves the right to contemporaneously negotiate the final terms of the proposed contract with one or more of the highest rated responsive Proposers. If the City is unable to reach an agreement as to final contract terms with any selected Proposer, the City expressly reserves the right to terminate negotiations and enter into contract negotiations with one or more of the other ranked Finalists. As the best interests of the City may appear in the City’s sole judgement, the City reserves the right to reject any or all Proposals at any time during this selection process or terminate, cancel or modify this selection process. The sample contract is attached to this document as Attachment A.

D.9  DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS INFORMATION REQUEST FORM
Definitions

*Diversity:* Diversity refers to the extent to which a contractor/consultant has people from diverse background or communities working in its organization at all levels, is committed to providing equal access to business opportunities and achieving diversity in procurement decisions for supplies, equipment, and services, or promotes training and technical assistance to diverse businesses and communities such as mentoring and outreach programs and business engagement opportunities.

*Inclusiveness:* Inclusiveness, for purposes of Executive Order No. 101, includes the extent to which a contractor/consultant invites values, perspectives and contributions of people from diverse backgrounds and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute and succeed within the organization’s workplace. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sector.

All proposals must include the City’s “Diversity and Inclusiveness in City Solicitations Information Request Form". Proposers are requested to please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Information Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/consultants are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant’s current practices, if any.

Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with
City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

Submissions of the “Diversity and Inclusiveness in City Solicitations Request Form”, must be included with RFP response. Failure to submit this form as instructed will render the proposal non-responsive and as such will not be considered.

D.10 CERTIFICATES OF INSURANCE
Please attach Certificates of Insurance evidencing the following coverage required of all City Contractors:

- Commercial General Liability: $1,000,000 per occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, $2,000,000 policy aggregate
  - Sexual Abuse and Molestation Exclusion: All contractors working with youth and/or a vulnerable population also require sexual abuse and molestation coverage as a part of the contractor’s commercial general liability policy, therefore the policy cannot exclude such coverage and the Certificate of Insurance must state as such.
- Business Auto Liability: $1,000,000 combined single limit
- Workers Compensation: $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims (or statement of rejection of coverage in accordance with § 8-41-202(1), C.R.S.).
  - For each program participant or person otherwise receiving services under this Agreement including without limitation paid or unpaid work experience, Contractor shall either: a) itself obtain and maintain Employer’s Liability coverage; or b) ensure each employer providing paid or unpaid work experience has obtained and will maintain Employer’s Liability coverage. Professional Liability (Errors & Omissions): $1,000,000 per claim and $1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

Additional coverage as specified in the sample contract may be required upon award.