



WorkSource

MONTGOMERY

Connecting Employers & Job Seekers
Serving Montgomery County, Maryland

REQUEST FOR PROPOSAL

for

One-Stop Operator

Period of Performance

July 1, 2024 through June 30, 2025

(Option to extend annually, based on successful performance,
for a total of two (2) years)

Proposals Due:

March 15, 2024, by 3:00 PM

WorkSource Montgomery, Inc. (WSM), its programs and contract service providers are Equal Opportunity employers/programs. Auxiliary aids and services are available upon request to individuals with disabilities. Programs and initiatives offered by WSM are supported in part by Montgomery County and the American Recovery Plan Act.

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1. Section A: Introduction and Statement of Intent

1.1 Purpose of Request for Proposal (RFP)

WorkSource Montgomery, Inc. (WSM) is soliciting individual proposals for a high performing and qualified Contractor with the expertise to provide One-Stop Operator (OSO) services as further specified herein.

The Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128 was signed on July 22, 2014 and became effective July 1, 2015. WIOA empowers Local Workforce Boards to develop strategies that support economic growth and labor force needs intended to grow the capacity and performance of the workforce system. WIOA promotes seamless service delivery to employers and jobseekers through greater alignment of education, economic development, workforce systems and services.

WorkSource Montgomery, Inc is a non-profit arm of the Workforce Development Board, through a united Board structure. WSM provides a variety of workforce and economic development services and support to Montgomery County businesses and residents. The services include a broad range of activities which offer our residents the skills and knowledge to succeed in growing a robust economy.

1.2 Workforce Innovation and Opportunity Act (WIOA)

This RFP was created in response to the 2014 WIOA legislation. WIOA provides the framework for a national workforce preparation system that is flexible, responsive, customer focused and locally managed. In Section 107 of the legislation and in § 678.605 of WIOA Regulations Local Workforce Boards are required to competitively procure the OSO role and responsibilities. DOL has issued guidance for WIOA implementation in the form of both TEGL's (04-15) and Final Rules. **Bidders are strongly encouraged to read the WIOA Final Rules and TEGL 04-15.**

1.3 Communication Procedures

From the issue date of this RFP until selection and award, the designated contracting officer is the sole point of contact concerning the RFP. The primary mode of communication between WSM and potential Bidders will occur on the WSM Website. Interested parties can download the RFP and additional documents from the WSM website beginning January 30, 2024. The RFP is being made available electronically. If Bidder electronically accepts the RFP, Bidder acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in Bidder's possession and the contracting officer's version, the contracting officer's version shall govern.

1.4 Ex-Parte Communication/Conflict of Interest

Each Bidder shall ensure that no improper, unethical or illegal relationships or conflicts of interest exist between or among Bidder, WSM directors, officers, employees, and agents and other parties to this RFP. Bidder is responsible for disclosing at the point of proposal submission of any such relationships. WSM reserves the right to determine the pertinence of such

relationships, when discovered or disclosed, whether intended or not, and to decide whether Bidder’s disqualified or cancelled as a result thereof. WSM’s determination regarding any question of conflict of interest will be final. All WSM Board members, officers, employees and agents are precluded from entertaining questions concerning the completion of the proposal or the procurement process outside the confines of the pre-proposal Bidders conference call. Potential Bidders are asked to respect these conditions by not making personal requests for assistance, except during the conference call.

1.5 Pre-Proposal Bidder’s Meeting

The pre-proposal Bidders Meeting will be held on February 8, 2024 at 1:30 PM, virtually via Microsoft Teams. The WSM Procurement Team has selected this forum to present detailed non-competitive information on the RFP and answer questions so that all interested parties will have the benefit of the same answers. Bidders may access the pre-proposal bidders meeting in the following manner:

Microsoft Teams OSO RFP Pre-Proposal Bidders Meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 249 779 868 43. Passcode: frB96t

[Download Teams](#) | [Join on the web](#)

Bidder Questions: Please submit all questions regarding this RFP on or before February 6, 2024, by 2:00 PM, by email to procurement@worksourcemontgomery.com with the subject line **OSO RFP Questions**. Answers furnished during the conference call will not be official until published electronically no later than February 14, 2024.

1.6 Schedule for Proposal Submission, Review and Award

Apart from the proposal submission deadline, WSM reserves the right to make changes to the timeline below. Each Bidder responding to this RFP must supply all the required documentation by volume according to the RFP. Failure to comply with this RFP will result in the disqualification of Bidder’s proposal.

ACTIVITY	RESPONSIBILITY	DUE DATE
RFP Published	Issuing Office	January 30, 2024
Deadline to submit questions	Potential Bidders	February 6, 2024, 2:00 PM
Pre-proposal Bidders Meeting	Issuing Office/Potential Bidders	February 8, 2024, 1:30 PM
Responses to Bidder Questions	Issuing Office	February 14, 2024, 5:00 PM
Submit Letter of Intent to Bid	Potential Bidders	February 15, 2024, 5:00 PM
Proposal Submission Due Date	Potential Bidders	March 15, 2024, 3:00 PM
Notice of Award	Issuing Office	April 16, 2024, 5:00 PM
Period of Performance	Successful Bidder	July 1, 2024, to June 30, 2025

2 Section B: Technical Requirements

2.1 Statement of Work

Through the local Board agreement, WSM oversees the workforce system. The system is comprised of one (1) comprehensive American Job Center (AJC) in Wheaton, Maryland, (3) Affiliate Job Centers, (1) in Germantown, Maryland and (2) co-located in the Wheaton, Maryland comprehensive AJC. These centers serve as the hubs of the workforce system. WSM has been designed to integrate employment and training services to bridge the gap between the business community and labor force.

The OSO will coordinate the service delivery of the required One-Stop partners, service providers of core programs and other partners working within the workforce system. This includes managing partner responsibilities as defined in the Memorandum of Understanding (MOU).

The period of performance for this procurement is **July 1, 2024, through June 30, 2025**, with WSM having an option to renew the contract annually for an additional two (2) years, based on successful performance, for a total of three (3) years.

2.1.1 OSO: Position Description and Deliverables

Coordination:

- The OSO role is to facilitate collaboration among the American Job Center partners.
- The OSO is the point of contact on issues that are central to the effective operations of partners for all Montgomery County American Job Centers i.e., comprehensive and affiliate sites.
- Convene the AJC Partners and the Community Workforce Network partner meetings to discuss and share general information, updates to the law and local programs and career center updates. Ensure relevant stakeholders are invited, determine agenda, and provide minutes.
- Ensure all partners participate in the implementation of the Local Plan
- In partnership with WSM and partners, ensure the American Job Centers meet all requirements as outlined in the Workforce Innovation & Opportunity Act.
- Serve as point-of-contact for partner and community requests to utilize American Job Center facilities for events, graduations, classes, etc.
- Manage the setup for events, classes, and graduations held at the American Job Centers.
- Develop mechanisms to increase coordination and collaboration among partners to ensure service coordination and leveraged resources among partners.
- Assist in the coordination efforts for the provision of Rapid Response activities that includes employer, affected workers, Local Board, Maryland Dept of Labor, Licensing and Regulation (DLLR) Dislocation Service Unit and AJC partners.
- Coordinate and/or provide relevant training and development opportunities for American Job Center and Community Workforce Network partners.
- Serve as lead for local Resource Sharing Agreement (RSA) and Memorandum of Understanding (MOU) negotiations and execution.

- Ensure all partner organizations adhere to the MOU documents regarding service provision and infrastructure (RSA) requirements.
- Ensure coordination with Unemployment Insurance personnel to facilitate customer access to services within the career centers.
- Ensure compliance with all federal, state, and local regulations (Local Plan and AJC procedures), policies and procedures related to the One-Stop Center/American Job Center (AJC).
- Work with advisory groups and committees as needed for specific projects/initiatives/data.

Implement, monitor, and manage the standard inter-partner agency referral and information sharing process through the Community Workforce Network Portal. In coordination with WSM, Serve as primary liaison with Landlord related to building maintenance needs.

Communicate with partners related to inclement weather and emergency delays and closures.

Consensus Building and Alignment:

- Align and enhance customer centered design model for all American Job Centers.
- Establish and implement a customer grievance protocol and serve as initial point-of-contact for grievances.
- Identify and address professional development needs of AJC and Partner staff
- Assist in coordination of Business Services Team Activities
- Coordinate with WSM and partners to ensure high quality and relevant workshops and a robust menu of hiring/recruiting events are offered.

Reports:

- The One-Stop-Operator is required to submit written reports on the 10th of each month. Reports should highlight AJC activities including highlights, challenges, partner updates (including compliance with WIOA Section 188 which requires equal opportunity and nondiscrimination in the workforce system), recommendations, and performance data.

2.2 Eligible Bidders

Applicants may fall within any of the following categories:

- An institution of higher education;
- A community-based organization, non-profit or intermediary;
- A private for-profit entity;
- An interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization;
 - A nontraditional public secondary school such as a night school, adult school or an area career and technical education school; otherwise elementary and secondary schools *are not eligible*.

3 Section C: Corporate Requirements

3.1 Relevant Experience

The proposal should indicate whether Bidder has a record of prior successful experience in the

implementation of services outlined in this RFP. Bidder(s) should include statements specifying the extent of responsibility on prior projects and a description of project scope and similarity to the projects outlined in this RFP. Describe experience, if any, with WIOA service delivery model. All experience under this section should be in sufficient detail to allow an adequate evaluation. Bidders will be required to describe its organization's most noteworthy qualifications regarding workforce service delivery, WIOA implementation/operations, coordination of multiple entities for one project, asset mapping and customer centered design. Specifically highlight qualifications that distinguish it from competitors. **Bidder should demonstrate knowledge of the workforce development system and the alignment of services across multiple programs. Bidder must submit three (3) written past performance references for projects completed or in progress for a similar type project.**

Fiscal Capacity:

Bidder's financial solvency will be evaluated. Bidder's ability to demonstrate adequate financial resources for performance of the contractor agreement or the ability to obtain such resources as required during the performance under this RFP will be given special emphasis. All business/organizations must meet a minimum level of administrative and fiscal capacity in order to contract with WSM. Therefore, all Bidders must provide their Documentation of Qualifications, listed in Section F.

Insurance Requirements:

Bidder shall be required to provide proof of insurance. All documentation of insurance shall be submitted prior to the contract start date, if awarded. If the necessary insurance cannot be obtained, WSM reserves the right to revoke the contract award and award to another firm.

4 Section D: Staffing and Management requirements

Bidder must show an understanding of the staffing and management of the OSO. Bidder shall:

- Consider the types of resources required, resources available and training requirements needed;
- Demonstrate the relevant experience, resources and qualifications of proposed staff;
- Include a statement of its ability to commit full time key personnel for the full term of the contract. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skill mix, and level of involvement of personnel;
- Identify at a minimum, three (3) full time individuals dedicated of which (2) the OSO and Assistant who will be housed at the comprehensive AJC center in Wheaton, Maryland and (1) Assistant who will be housed at the affiliate AJC center in Germantown, Maryland in the contract agreement;
- Submit an estimated percentage of time, committed hours of work, or other identification of the proposed level of effort;
- Submit job descriptions for all staff including minimum education, training experience, special skills, and other qualifications for each position, as well as specific duties identified in the proposal – including relevant licenses and certifications.

- Submit an organizational chart showing lines of responsibility and authority.
- Ensure clean criminal background checks.

WSM reserves the right to require the selected Bidder to remove any contracted employee from a WIOA funded program that is found to represent a threat to the safety of participants, other employees and program and fiscal records. In the event of removal due to an employee's substandard performance or behavior that negatively affects the delivery of services, the selected Bidder must address the situation and inform the contracting officer immediately before removing the employee.

5. Section E: Cost/Pricing Requirements

Bidder must propose costs associated with performing the scope of work identified in the technical section with a Budget summary of costs which should describe the proposed costs and explain the allocation by cost element. It is suggested that Bidder have a minimum of three (3) months operating capital on-hand throughout the term of the contract. Through this RFP, the WSM Board has allocated a maximum of up to **Two Hundred Thousand Dollars (\$200,000)** for this contract agreement.

6 Section F: Proposal Response

6.1 Format Requirements

Bidders must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Proposals should be formatted in a 12-point font, with 1-inch margins on numbered pages, with clear delineation of sections (B) Technical (C) Corporate, (D) Staffing and Management, and (E) Cost and Pricing. Bidders must submit all sections and attachments electronically in PDF format.

6.2 Technical Proposal response (outlined in section B) Not to exceed 6 pages

OSO project Narrative (please caption each section as outlined below and include the section headers) - Describe your experiences with and/or your philosophy regarding the following:

- Developing and negotiating MOU and RSA agreements;
- Fostering collaboration and partnerships;
- Establishing processes for regular communication with partner programs and agencies on workforce development matters, and ensuring that standards of service are met;
- Evaluating and analyzing workforce activities and needs;
- Enhancement of quality processes and standards throughout the workforce system;
- Understanding of WIOA and workforce related federal and state laws;
- Knowledge of systems and practices that align with State, Regional and Local plans.

Corporate Proposal (outlined in section C) Should not exceed two (2) pages

- Executive Summary

Required Corporate Documentation (not included in page limits)

Bidders must submit following:

- Attachment A: Cover Page
- Attachment B: Conflict of Interest Form
- Attachment C: Budget Form & Narrative
- Attachment D: Reference Form and Letters
- Proof of Insurance
- Documentation of Organization Registration
- For non-profits, an IRS Tax Exemption Verification letter is required
- Documentation of good standing with the State of Maryland
- Organizational Chart & Staff Resumes
- Two Years of Audited Financial History or equivalent

6.3 Staffing and Management Proposal (outlined in section D) Should not exceed three (3) pages.

A narrative describing Bidder's experience in similar contracts and its ability to provide services in the Montgomery County, Maryland local area. **Must include process for hiring new staff.**

- Staffing (Include job descriptions, experience, and percent of time allocated to OSO duties)
- Partner Collaboration (includes community, education, Industry and Government partners)
- Partner collaboration, communication and capacity building
- Performance reporting
- Adherence to Board and administrative entity policies and procedures

6.4 Cost/Pricing proposal (outlined in section E) Should not exceed one (1) page.

Bidder should provide a budget narrative and complete Attachment C of this RFP:

- All-inclusive fixed price, including a breakdown of staff utilized in the project
- Total hours, the hourly rate required by staff classification, the description and amounts of other charges including communication, travel and research etc.
- Projected annual costs for each service as identified in Section B.
- Bidder must have an explanation of how costs will be recorded and tracked including the name and software version of the proposed accounting system
- ***In reference to for-profit:*** For-profit Bidders are eligible to negotiate and earn a profit as a OSO as determined as allowable for the non-federal entity under Subpart E- Cost Principles (2CFR 200).
- A statement documenting understanding and adherence of the guidance is required.

7 Section G – Evaluation Factors for award

The following is the total weight for this RFP. Bidders must have a total of 85% or higher to be recommended for the final selection.

Evaluation Criteria	
Technical requirements	40 pts
Corporate requirements	15 pts
Staffing and management requirements	20 pts
Cost and pricing requirements	25 pts
Total Available Points	100 pts

WSM reserves the right to conduct discussions with Bidders for the purpose of obtaining “best and final offers” as follows:

- Enter into pre-selection negotiations.
- Schedule oral presentations.
- Request revised proposal.

The OSO selection committee will limit any discussions to those Bidders whose proposal has the potential for selection. WSM will award the responsible Bidder whose proposal, conforming to the solicitation, will be the *most advantageous* to WSM, cost or price and other factors.

7.1 Bidder’s Conditions, Representations and Authorizations

By submitting its proposal, each Bidder understands, represents, and acknowledges that:

- A Bidder and his/her authorized representative may withdraw or modify his/her proposal by written notice received prior to the exact hour and date specified for proposal receipt.
- All of Bidder’s information and representations in the proposal are material and important and the Issuing Office may rely upon the contents of the proposal in negotiations, contractual obligations, and awarding the contract(s).
- Bidder agrees that the proposal will remain firm for a period of one hundred twenty (120) calendar days after the date specified for receipt of proposal or until a contract agreement is fully executed.
- Bidders are expected to fully inform themselves of all conditions, requirements, and specifications before submitting a proposal. After the proposal submission deadline, a Bidder may not change its proposal or obtain relief in case of errors or omissions in the submitted proposal.
- WSM may waive minor informalities or errors in proposals if it determines that the error does not undermine the overall integrity of the proposal.
- Bidders are required to follow the Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards (2CFR 200)
- Bidders shall not issue any public communications pertaining to the project without written approval and coordination with WSM
- Bidder has arrived at the cost(s) and amount(s) in its proposal independently and without consultation, communication or agreement with any other Bidder or potential Bidder.
- Bidder shall not disclose any of these items on or before the proposal submission deadline.

- Bidder has acted ethically and honestly throughout the solicitation/proposal process and there has been no inappropriate communication with other potential Bidders.
- Bidder is not currently under suspension or debarment in the State of Maryland, any other State or Federal government.
- The proposal forms must be legible and complete in their entirety, with all required supplemental information presented in an organized, comprehensive, and easy-to-follow manner.

7.2 Post Award

Bidders whose proposals are not selected will be notified by email. Any requested debriefing will not compare Bidders with other Bidders. A Bidder's exercise of the opportunity to be debriefed does not constitute the filing of a protest.

Protest/Appeal Procedure

Any respondents dissatisfied with the Review Committee's recommendation and who seek to appeal the matter to the WSM Executive Committee, must file a written appeal within five (5) calendar days after receipt of notice of the Review Committee's decision following address:

Ms. Nate' Gordon, Contracting Officer
Deputy Director, Administrative Services
WorkSource Montgomery, Inc.
1801 Rockville Pike, Suite 320
Rockville, MD 20852

Any appeal must set forth in reasonable detail a statement of the reasons for the protest, together with supporting exhibits and evidence to support the desired relief. Upon receipt of a timely and proper protest, the WSM Executive Committee will investigate the protest and will provide a written response to the Bidder within fifteen (15) business days of receipt of the protest. If the WSM Executive Committee requires additional time to review the protest and is not able to provide a response within fifteen (15) business days, the WSM Executive Committee will notify the Bidder. WSM, Inc., at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract. The determination of the WSM Executive Committee is final.

Protest Remedies

If the protest is upheld by the Panel, WSM, Inc. will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to WSM, the urgency of the procurement, and the impact of the recommendation(s) on WSM. WSM may recommend any combination of the following remedies:

- Re-solicit the requirement
- Issue a new RFP

- Award a contract consistent with statute or regulation, or
- Other such remedies as may be required to promote compliance

Notwithstanding that a protest is upheld, WSM reserves the right to proceed with the protested selection or award of contract, and to implement a contract with the firm selected or awarded the contract.

Contract Terms: If a Bidder's proposal is accepted, the Bidder and WSM will work in good faith to enter into a binding contract ("Agreement") setting out all of the terms and conditions under which the Bidder will provide the services subject to this RFP, which Agreement will be consistent with the RFP. Among the provisions to be included in the Agreement are the following:

Hold Harmless/Indemnification

The Bidder shall indemnify, defend, and hold harmless WSM, and its directors, officers, employees, and agents from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Bidder's performance of the Agreement, provided that the Bidder shall not be responsible for acts of negligence or willful misconduct committed by WSM, its employees, agents and officials.

Any property or work to be provided by the Bidder under the Agreement will remain at the Bidder's risk until written acceptance by WSM; and the Bidder will replace, at Bidder's expense, all property or work damaged or destroyed by any cause whatsoever.

Termination

Termination Prior to Expiration of Term: WSM reserves the right to terminate the resulting Agreement at any time, with or without cause, upon thirty (30) days' written notice to Bidder, except that where termination is due to the fault of the Bidder, the period of notice may be such shorter time as may be determined by WSM. Upon receipt of any notice of termination, Bidder shall immediately cease all services except as may be specifically approved by WSM. The Bidder shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by WSM. In the event of termination without cause, WSM need not provide the Bidder with the opportunity to cure.

Termination for Default of Bidder: If termination is due to the failure of the Bidder to fulfill its obligations under the Agreement, WSM may take over the work and prosecute the same to completion by contract or otherwise, and the Bidder shall be liable to the extent that the total cost for completion of the services required exceeds the compensation stipulated (provided that WSM shall use reasonable efforts to mitigate such damages), and WSM may withhold any payments to the Bidder for the purpose of set-off or partial payment of the amounts owed WSM as previously stated.

Termination for Non-appropriation: If WSM or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or

part thereof of the resulting Agreement, the Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either WSM's rights or the Bidder's rights under any termination clause in the Agreement. The effect of termination of the Agreement will be to discharge both the Bidder and WSM from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Bidder shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. WSM shall make a good faith effort to notify the Bidder as soon as it has knowledge that funds may not be available for the continuation of the Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

Attachment A: Cover Sheet

Please complete this **mandatory** cover sheet accordingly.

Organization Name	
Address	
Phone Number	
Number of Years in Business	
FEIN #	
DUNS #	
Contact Person	
Contact Person's Email Address	
Signatory Authority Signature	

Proposed Annual Pricing:

\$ _____

Attachment B: Conflict of Interest Form

By submitting a proposal, the authorized signatory authority of the bidding entity certifies to his/her knowledge and belief that there is no conflict of interest (real or apparent) inherent in the bid or in delivering the scope of work if WorkSource Montgomery awards a contract. A conflict of interest would arise if any individual involved in the preparation of this proposal and delivery of services has a financial or other interest or would be likely to gain financially or personally from the award of a contract. The same would hold true for any member of the individual’s family, partner, or an organization employing or about to employ any of the above as a direct result of the successful award of a contract under the RFP. WorkSource Montgomery reserves the right to disqualify a bidding entity should a conflict of interest be discovered during the solicitation process.

Signatory Authority Name	Signature	Date
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*Note: Completion of this form is **mandatory** to be considered for contract award.*

Attachment C: Budget

Please complete the **mandatory** budget form and narrative explanation below for applicable line items.

Program Staff Salaries	\$
Program Staff Benefits	\$
Staff Travel	\$
Operational (supplies, communication, etc.)	\$
Facilities and Technology Costs	\$
Work Experience Costs	\$
Participant Training Costs	\$
Supportive Services Costs	\$
Other Program Costs	\$
Administrative or Indirect Expenses (maximum is 10% of personnel costs)	\$
TOTAL BUDGET REQUEST (maximum, up to \$200,000.00)	\$

Budget Narrative: In Section E, please provide a detailed explanation for each budget line item to justify the cost. Examples of explanations include job titles, wage rate, hours worked/charged, types of benefits and rates, estimated mileage/visits to locations, office and other supplies, and agency program operation or program costs.

All funding of this RFP is contingent upon WorkSource Montgomery and/or partner agreements having fund availability and may change based on increase/decrease in allocations, de-obligation of funds, new initiatives, and decisions of the WorkSource Montgomery.

Attachment D: References

Bidders are required to provide three letters of references who can verify their experience, along with a contact phone number or email. References should be for experience in the past 5 years.

Reference #1 Name: _____

Title and Organization: _____

Phone # and email: _____

Reference #2 Name: _____

Title and Organization: _____

Phone # and email: _____

Reference #3 Name: _____

Title and Organization: _____

Phone # or email _____