



# **CENTRAL OKLAHOMA WORKFORCE INNOVATION BOARD**

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## **COWIB Procurement and Contracting Policy**

**Approved and Published: November 2023**

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**PURPOSE:** The purpose of the Procurement and Contracting Policy is to establish a systematic and orderly method of procuring services, materials, equipment and supplies for the varied programs and activities in the Central Oklahoma Workforce Development Area (COWDA).

*The Central Oklahoma Workforce Innovation Board (COWIB) is the policy and guidance board for the Workforce Oklahoma system in Central Oklahoma. We are business leaders with a goal to establish a highly skilled, productive workforce in our 9-county area.*

*The Central Oklahoma Workforce Innovation Board (COWIB) complies with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, the basis of citizenship status or participation in a WIOA Title-1 financially assisted program or activity.*

*COWIB is an Equal Opportunity Employer/ Program. Auxiliary aids and services are available upon request to individuals with disabilities. This was financed in whole or in part by fund from the US Dept. of Labor as administered by the Oklahoma Office of Workforce Development.*

<http://www.cowib.org/>



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## COWIB Procurement and Contracting Policy

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# COWIB Policy on Procurement and Contracting

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## Purpose

The purpose of the Procurement and Contracting Policy is to establish a systematic and orderly method of procuring services, materials, equipment and supplies for the varied programs and activities in the Central Oklahoma Workforce Development Area (COWDA). It will serve and assist the Board of Chief Elected Officials (BCEO) and Central Oklahoma Workforce Innovation Board (COWIB) and their respective committees along with the COWIB Staff (Staff) and others for the COWDA to assure all procurement and contracting is in compliance with Federal and State established rules, regulations and policies. All COWDA procurement and contracting actions will be in conformance with this Procurement and Contracting Policy.

## Definitions

- **Aggregate** - The total funds expended and/or accrued expenses for a program year.
- **Allocation** - The process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship.
- **Award** - A contract, grant, sub-contract, sub-grant, or other type of legal instrument that conveys funds.
- **Board Administrative Costs** - Local Board personnel and non-personnel, direct and indirect costs that are associated with the administrative functions of WIOA. Examples: accounting, budgeting, financial, and cash management functions. Payroll functions, personnel management functions, and development of systems and procedures required for administrative functions. Travel cost to carry out administrative activities or the overall management of the WIOA system.
- **Board Program Costs** - Local Board personnel and non-personnel, direct and indirect costs that are associated with the programmatic functions of WIOA. Examples: Program personnel and related non-personnel cost, tracking or monitoring of participant and performance information, performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities.
- **Contract** - Mutually binding legal relationship obliging the seller to furnish the supplies or services and the buyer to pay for them. 'Contract' includes all types of commitments that obligate the awarding agency to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include awards and notices of awards; job orders or task orders issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and, bilateral contract modifications. Contracts do not include grants and cooperative agreements.
- **Contractor** - An entity responsible for providing generally required goods or services. These goods or services may be for the sub-recipient's own use or for the use of participants in the

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programs. Distinguishing characteristics of a contractor include items such as: providing goods and services within normal business operation, providing similar goods or services to many different purchasers, and operating in a competitive environment. A contractor is not a sub-recipient and does not exhibit the distinguishing characteristics attributable to a sub-recipient as defined above.

- **Cost Analysis** - Is the element-by-element examination of the estimated or actual cost of contract performance to determine the probable cost to the contractor.
- **Fixed Amount Awards** - A type of grant agreement under which the Federal awarding agency or pass-through entity provides a specific level of support without regard to actual cost incurred under the Federal award.
- **Direct Participant Training Cost** - Tuition or instruction payments for participants. Examples: Individual Training Accounts (ITA's), On-the-Job Training (OJT), Incumbent Worker Training, or contracted services for customized training.
- **Disallowed Costs** - Charges to a Federal award that the Federal awarding or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.
- **Disbursement** - The transfer of cash from the grantee to a sub-grantee or other payee, either by check, voucher or an electronic transfer issued to the entity often through an electronic payment system.
- **Equipment** - Tangible personal property (including information technology systems) having useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.00.
- **Expenditures** - Charges made by a non-Federal entity to a project or program for which a Federal award was given.
- **Fiscal Agent Administrative Costs** - Fiscal Agent personnel and non-personnel, direct and indirect costs that are associated with administrative functions of WIOA. Examples are accounting, budgeting, financial, and cash management functions. Payroll functions, personnel management functions, and development of systems and procedures required for administrative functions. Travel cost to carry out administrative activities or the overall management of the WIOA system.
- **Immediate Family Member** - Includes one party with any of the following relationship to another party: (i) Spouse and parents, (ii) Children, and spouses, (iii) Parents, and spouses, (iv) Siblings and spouses, (v) Grandparents and grandchildren, and spouses, (vi) Domestic partner

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and parents including domestic partners of any individual in 2 through 5 of this definition, and (vii) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

- **Micro-Purchase** - A purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of a sub-recipient's small purchase in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of the regulation, but this threshold is periodically adjusted for inflation.
- **Obligation** - The amount of orders placed, contracts and sub-grants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee during the same or a future period. Obligation is a term that references actions where a legal commitment to pay exists. An obligation may occur at the time the services are rendered, or before services are rendered when a binding agreement has been entered into. Obligations are legal requirements, not plans, budgets, or encumbrances.
- **One-Stop Operator Administrative Costs** - One-Stop Operator personnel and non-personnel, direct and indirect, costs associated with administrative functions of WIOA. Examples: Payroll, personnel, and property management.
- **One-Stop Operator Program Costs** - personnel and non-personnel, direct and indirect costs that are associated with the programmatic functions of WIOA. Examples: Program personnel and related non-personnel cost, tracking or monitoring of participant and performance information, performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities.
- **Procurement** - The process that leads to the purchase of goods and services, including awards of funds.
- **Service Provider** - Any public agency, private nonprofit organization, or private-for-profit entity that delivers services to participants. Awards to service providers may be made by contract, sub-contract, or other legal agreement.
- **Service Provision Costs** - Service Provider personnel and non-personnel, direct and indirect, costs associated with the provision of services to participants. Example: Case management of participants in career services and training services.
- **Simplified Acquisition Threshold** - The dollar amount which an entity may purchase property or services using small purchase methods. Entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The



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simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart (Definitions) and in accordance with 41 U.S.C 1908. The simplified acquisition is currently \$150,000, but this threshold is periodically adjusted for inflation.

- **Sub-recipient** - The legal entity to which an award is made and which is accountable to the recipient of grant funds for the use of the funds provided. For WIOA purposes, distinguishing characteristics of a sub-recipient include items such as: determining eligibility of applicants, enrollment of participants, performance measured against meeting the objectives of the program, responsibility for programmatic decision making, responsibility for compliance with program requirements, and use of the funds awarded to carry out a WIOA program or project. Service Providers are considered sub-recipients not contractors.
- **Supportive Services Costs** - Costs for services that are necessary to enable an individual to participate in activities authorized under the WIOA. Examples: transportation, child care, dependent care, housing, and needs related payments.
- **System Costs** - Costs necessary for the functioning of the workforce system. Examples: office supplies, rental and maintenance of office space, utilities, rental or purchase of equipment, assessments, and other maintenance services.

## Minimum Standards

### Code of Conduct

The COWIB Code of Conduct is found in the COWIB **By Laws**. It governs the performance of its BCEO members, COWIB members, and its COWIB Youth Council members, employees, or agents engaged in the award and administration of contracts.

### Staff Conflicts of Interest

The BCEO and COWIB will ensure that no individual in a decision-making capacity shall engage in any activity, including participation in the selection, award, or administration of a contract if a conflict of interest, or appearance of a conflict of interest, would be involved. Such a conflict would arise when a financial or other interest in the firm or organization selected for award is held by:

- An individual with decision-making capability,
- An immediate family member of the individual,
- The individual's partner, or
- An organization, which employs, or is about to employ, any of the individuals identified above.

The officers, employees, or agents of the agency making the award will neither solicit nor accept gratuities, favors, or anything of more than nominal value from contractors, potential contractors, or parties to sub agreements.

### Board and Youth Council Conflicts of Interest

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BCEO, COWIB, and YC members have a conflict of interest when considering the provision of services by such member or their organization, or any other matter, which would provide any direct financial benefit to that member, their immediate family members, their partner, or their organization.

### Declaration of possible conflicts

The BCEO, COWIB, and YC members must declare, on the record, possible conflicts of interest. At a minimum, each BCEO, COWIB and YC member must declare a possible conflict when:

- The member or immediate family member is and employee or a volunteer board member of a nonprofit bidding organization,
- The member is voting on a proposal, contract, local plan, etc., and a real, apparent, or perceived conflict of interest could be involved.

### Abstention from voting

The BCEO, COWIB, and YC members must abstain from voting on a procurement action. No member of any BCEO, COWIB, or YC shall cast a vote on the provision of services by that member (or any organization which that member directly represents) or vote on any matter, which would provide a direct financial benefit to that member. No member of any BCEO, COWIB, or YC shall cast a vote on the provision of services by any person or organization that is in direct competition with a proposal or bid, which would provide a direct financial benefit to the member.

### Abstention from participation

The BCEO, COWIB, and YC members, employees, officers, and agents must refrain from participating in the procurement process. No such person shall participate in decisions about contracts with the organization that he or she represents or from which they or immediate family members receive direct financial benefit. Participation includes discussion, lobbying, rating, scoring, recommending, explaining, or assisting in the design or approval of the procurement process. Participation also includes negotiation of any contract on behalf of the organization that he or she represents.

### BCEO, COWIB, and YC Membership

Neither membership on the BCEO, COWIB, or YC nor the receipt of funds to provide training and related services-by itself-violates this conflict of interest provision.

### **Communications**

COWIB shall utilize the following procedures in communicating with service providers and contractors.

- All questions related to contract for goods and services from the service provider or contractor **must be in writing.**
- All communications regarding procurement matters among providers, and/or COWIB Staff **must be reduced to writing and placed in the appropriate provider and/or procurement files.**

### **Procurement Policy**

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COWIB shall provide each service provider with a copy of the Procurement/Contracting Policy.

### Boilerplate Contract and Certifications

COWIB incorporates by reference and/or attachment into this Procurement/Contracting Policy the Boilerplate Contract and required Certifications as outlined. Any deviations from the boilerplate forms must have prior approval of COWIB before executing the contract. Any unresolved issues regarding such deviation, shall be presented to OOWD for resolution.

### Sanctions

The penalty for a violation of the COWIB Code of Conduct by a BCEO, COWIB, or YC member may result in termination of membership in the BCEO, COWIB, or YC and/or rejection of the services proposed by the alleged offending service provider. All violations or suspected violations will be submitted in writing to the BCEO for appropriate action. All grievances will be submitted in writing to the COWIB Staff EEO officer.

### Competition

COWIB will adhere to the following procurement methods and procedures.

#### Free and Open Competition

The procurement procedures of COWIB will promote free and open competition. Some of the situations considered being restrictive of free and open competition include, but are not limited to:

- Placing unreasonable requirements on firms or organizations in order for them to qualify to do business,
- Requiring unnecessary experience and excessive bonding,
- Noncompetitive pricing practices between firms or organizations or between affiliated companies or organizations,
- Noncompetitive awards to consultants that are on retainer contracts,
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance of other relevant requirements of the procurement;
- Overly restrictive specifications; and
- Any arbitrary action in the procurement process.

### Solicitations

Any Invitation for Bid (IFB) or Request for Proposals (RFP) document shall be comprehensive and detailed in order to secure responsive proposals. COWIB will ensure the IFB or RFP, at minimum, includes the elements as follows:

- Solicit offers by disseminating an IFB or RFP to an adequate number of qualified sources to ensure competition (generally, sources included on the bidder’s source lists), or advertising in

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- one or more newspapers designed to reach service providers;
- Includes a Statement of Work or specifications, including a description of the required outcomes, time frame for which they will be measured and documentation necessary to verify the outcomes; and
- Includes the deadline date and time the proposals must be submitted, and that all proposals have the stamped date and time the original proposal was received; and
- Requires a line item budget;
- Includes the boilerplate terms and assurances that will be included in any resulting contract; and
- Includes certifications, assurances, and representations, including:
  - A certificate regarding debarment, when required by regulations (see Attachment G);
  - A certification regarding lobbying (see Attachment H);
  - A certification that to the best of its knowledge and belief, the cost data submitted by the bidder is accurate, complete, and current at the time of agreement on price (Attachment K) and
  - Identify contract renewal and extension limitations.
- Describes the solicitation process, including provisions for protest or appeal of the final award;
- Changing the service provider cannot affect the current active clients from participating in the program, the new service provider must factor in this additional cost when they submit their proposal based on current client data;
- Identifies all significant evaluation or rating factors and the relative importance of each factor;
- Evaluation factors include minimum thresholds that, if not met, require disqualification;
- Will negotiate with any or all bidders determined through the rating process to be responsive and advantageous to the program to clarify, explain, or verify any aspect of a submitted proposal in response to an RFP, and notify unsuccessful bidders in a reasonable amount of time;
- Will award a contract to the bidder (s) who is (are) successful pending the availability of federal funds;
- Include a statement for renewal of the contract for additional years, subject to review/approval by COWIB, subject to performance and availability of funds.
- Include a statement that COWIB has the right to accept or reject any and all proposals received;
- Includes a statement permitting COWIB to cancel all or portions of RFP and reject any contract or to pay any of the applicant's cost in preparing or submitting a response as a result of the RFP;
- Require the individual signing on behalf of the organization has the authority to submit the proposal and carry out services solicited in the RFP;
- Include the COWIB'S code of conduct and conflict of interest policies;
- Will contain a definition of terms used in the RFP;
- Will contain a statement that copies of all legislation and regulations are available upon request;
- Include a statement to identify funds that may directly impact the services solicited under the RFP, i.e., Pell Grants or other funding sources;

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- Information concerning applicant's staff qualifications and licensing and/or certification necessary to provide services, including possibly resumes and job descriptions; and
- Requires the following information regarding training of contractor/sub-recipient's staff:
  - Days/hours
  - Sequence
  - Duration
  - Course curriculum
  - Skills to be achieved
  - Measurement of achievement
  - Pre/post testing
  - Entrance minimums/maximums
  - Attendance.

### Bidders List

COWIB will ensure that all pre-qualified lists of persons, firms, or their organizations, which are used in acquiring goods and services, are current and include sufficient numbers of qualified sources to ensure maximum open and free competition.

### Bidders Conference

In lieu of having an on-site bidder's conference, COWIB will identify a Technical Question and Answer time period prior to the closing day in which bids will be received. All questions will be answered and posted on the COWIB website available to all interested bidders.

### Notifying Bidders

All bidders will be notified, in writing, of the results of the technical evaluation. Failed bidders will be notified, in writing, that they have the right to protest the decision. The procedures to receive, investigate, and resolve grievances, and to conduct hearings to adjudicate disputes are set forth in Section E as follows.

### Dispute Resolution

Any entity proposing services to COWIB who believes the process of approving service providers and/or awarding contracts did not receive due consideration and/or believe other irregularities existed may file a written grievance to COWIB as follows:

- The entity must submit a grievance in writing within 10 working days of the occurrence of the action being grieved to COWIB stating the reasons for the grievance with the procurement or contract award process. Any grievance received after this deadline will not be considered or reviewed by the COWIB.
- All written grievance will be reviewed by COWIB Staff and presented to the appropriate COWIB committee and and/or BCEO for review and decision within 60 working days of receipt by

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COWIB Staff.

- The entity submitting the appeal will receive a written response from COWIB Staff stating the findings of COWIB and /or BCEO within 10 working days of COWIB and/or BCEO decision.

### Oversight

COWIB shall maintain:

- **Contract Administration:** A written contract administration system, which ensures that contractors/sub-recipients perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. COWIB will follow the contracting policy described in OWDI #02-2023, issued by the Oklahoma Office of Workforce Development (OOWD).
- **Monitoring:** COWIB will conduct and document oversight of their procurements to ensure compliance with state policies and Federal guidelines incorporated into this document.

### Methods of Purchase Procurement

COWIB will use the following procurement methods as being appropriate:

#### Non-Competitive Procurement Purchases & Micro Purchases

COWIB will minimize its use of non-competitive procurements to the extent practicable and any such procurement shall be justified. Purchases may be made with no price or rate quotations when the purchase is made at off-the-shelf or catalog prices, and the purchase in the aggregate is less than \$10,000. When a Non-Competitive Procurement purchase is made, no contract is necessary. However, provision [Price Analysis process](#) (below) shall be followed.

NOTE: The exceptions to this would be when writing a contract for On-the-Job Training (OJT) or Customized Training. See [Methods of Training Procurement/Contracting](#) Section for that process.

Documentation of the procurement process will be tracked using the Attachment A: COWIB Procurement File Check List—Non-Competitive & Small Purchases form and will contain items as identified in [Documentation](#) Section (below) and retained in the Procurement file.

#### Small Purchases

Small purchase procedures may be used for the purchase of goods or services under Fifty Thousand dollars (\$50,000.00), in the aggregate, for any given Fiscal Year.

- A purchase in excess of the small purchase limitations of \$50,000.00 shall not be split in order to circumvent the small purchase limit. When a Small Purchase is made, no contract is necessary.
- Single item purchases \$10,000.01 or more and under \$25,000 will be made based on the documentation of at least (3) three informal competitive price quotations. In addition, a single item purchases \$25,000.01 or more and under \$50,000.00 will be made based on documentation of at least (10) ten informal competitive price quotations. The price quotations must include the name of staff or buyer, description of item/s, name of contractor along with

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contractor's address, phone number, date, and delivery price.

- Price quotations may be by direct mail request to prospective contractors, telephone, public notice, e-mail, facsimile, or electronic posting by Internet service provider.
- Either [Price Analysis](#) or [Cost Analysis](#) process shall be followed.
- Documentation of the procurement process will be tracked using the Attachment A: COWIB Procurement File Check List—Non-Competitive & Small Purchases form and will contain items as identified in [Documentation](#) Section (below) and retained in the Procurement file.

### Competitive Bids

#### Conditions

COWIB will use a competitive, sealed bid method of procurement for the purchase of goods or services in excess of \$50,000.00 if the following conditions are present:

- A complete, adequate, and realistic specification or purchase description is available; and
- There are two or more responsible suppliers willing and able to compete effectively for the award; and
- The procurement lends itself to a firm fixed-price contract, and selection can appropriately be made based on lowest and best price.

#### Requirements

If this method is used, COWIB shall:

- Allow sufficient time, prior to the date set for opening bids, for potential suppliers to respond; and
- Solicit bids by issuing an "Invitation for Bids" (IFB) to known suppliers, and by publicly advertising the Invitation in one or more newspapers designed to reach suppliers;
- The "Invitation for Bids", clearly define the items or services needed in order for the bidder to properly respond to the Invitation;
- Open all bids publicly at the time and place stated in the Invitation for Bids; and
- A Price Analysis is performed—see [Cost Analysis](#) (below)
- Award a firm fixed-price contract (lump sum or unit price) by written notice to the responsible bidder whose conforming bid is lowest and best in price, or reject any or all bids when there are sound documented business reasons for doing so.
- Single bids may be accepted when:
  - The bid received is the result of a third advertisement
  - The bid is received at the end of the fiscal year and there is insufficient time to re- advertise the requirements and there is an immediate need
  - The requirement is determined to be a sole source (proprietary item or service)
  - The administrative cost of processing the third advertisement is determined to be greater than the savings that may be realized.

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- **Exception to lowest bid:** Whenever the lowest bid is not the best bid, documentation for selecting another contractor who is the lowest and best bid will be included in the procurement file.
- In determining the lowest and best bid, in addition to price, the following factors may be considered:
  - The ability, capacity and skill to perform under the contract or provide the services required;
  - Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - The quality of performance of previous contracts or services;
  - The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
  - The sufficiency of the financial resources and ability to perform under the contract;
  - The quality, availability and adaptability of the supplies, or contractual services to the particular use required;
  - The ability to provide future maintenance and service;
  - The number and scope of conditions and/or exceptions attached to the bid; and
  - Pending litigation.

### Documentation

Documentation of the procurement process will be tracked using the Attachment B: COWIB Procurement File Check List—Competitive Bids form and will contain items as identified in [Documentation](#) Section (below) and retained in the Contractors file.

### Competitive Negotiation for RFP's

COWIB will use competitive negotiation for Request for Proposal (RFP) for the purchase of goods or services in excess of \$50,000 when the following conditions are present:

#### Conditions

- The nature of the item or service needed precludes developing a specification or a purchase description so precise that all potential suppliers have an identical understanding of the requirements; and
- In addition to price, other factors will be significant in the award decision.

### Documentation

Documentation of the procurement process will be tracked using the Attachment C: COWIB Procurement File Check List—Competitive Negotiation form and will contain items as identified in [Documentation](#) Section (below) and retained in the Procurement file.



# COWIB Policy on Procurement and Contracting

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## Technical Evaluation Methodology

COWIB will use the following methodology for technical evaluation of competitive proposals and award to responsible bidders whose proposals are most advantageous to the program with price, technical, and other factors considered. This methodology will contain at a minimum the following:

- Evaluation Planning: The technical evaluation process is included in the RFP and will include estimated dates for the completion of primary steps in the RFP process.
- Evaluation Approaches and Procedures: The evaluation factors and their relative weights to be used, as well as the scoring system to be used is included in each RFP. The factors, tailored for each RFP, are used along with the price or cost proposed to award contracts. Other factors considered may include:
  - Inclusion, completeness and correctness of all required certifications as identified in the RFP. Certification forms will be provided as attachments to the RFP and will include but not be limited to:
    - Attachment D: RFP Application Form, signed
    - Attachment E: RFP Drug-Free Workplace Certification Form— The COWIB will comply as required by the Drug-Free Workplace Act of 1988, codified at 29 CFR Part 98, signed
    - Attachment F: RFP Certificate Regarding Conflict of Interest Form, signed
    - Attachment G: RFP Certification Regarding Debarment & Suspension Form (22 CFR 180), signed —With each purchase of goods or services of \$25,000 or more in the aggregate, the contractor or service provider must submit a
    - Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for it and its principals at the time that the contractor submits its proposal in connection with a covered transaction.
    - The COWIB will require their subcontracts in lower tier covered transactions to include the certificate for the contractor and its principals in any proposal submitted in connection with any lower tier covered transaction.
    - Attachment H: RFP Certification Regarding Lobbying Form, signed
    - Attachment I: RFP Proposer Certifications Form, including RFP-specific certifications such as Compliance with Federal Laws, Intent to Participate in the One-Stop Delivery System, Indemnification, Regarding Cost, and Regarding Transitioned Clients, initialed and signed
    - Attachment J: RFP Certification of Bidder Form, signed
    - Attachment K: RFP Certificate Regarding RFP Content Form, signed and notarized
      - Adequate financial resources or the ability to obtain them;
      - The ability to meet the program design specifications at a reasonable cost, as well as the ability to meet performance goals;
      - A satisfactory record of past performance including demonstrated quality of training and the ability to provide or arrange for appropriate supportive services;
      - The ability to provide services that can lead to the achievement of competency

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standards for participants with identified deficiencies;

- A satisfactory record of integrity, business ethics, and fiscal accountability;
- The necessary organization, experience, accounting and operational controls;
- The technical skills to perform the work; and
- Meet or exceed the minimum requirements stated in the RFP to be considered as an acceptable proposal.

### Assignment of Reviewers

Staff, Board members and/or others are selected by COWIB to form an Ad Hoc Proposal Review Committee to conduct the technical evaluations. Prior to the evaluation of the proposals COWIB meets with the Committee to discuss:

- The process of scoring proposals;
- The minimum threshold score a proposal is required to receive for consideration of negotiations and possible contract award;
- Discuss the documentation required to be included and properly signed;
- Receive guidance in proper use of the evaluation form; and
- Point out all other required elements designated in the RFP.
- The Committee is provided the critical dates and deadlines, a copy of the RFP, a copy of the proposals, the evaluation factors, and evaluation forms. The Committee is reminded of the Conflict of Interest Policy of COWIB prior to the review.

### Conducting evaluations

All timely proposals meeting the minimum requirements of the RFP will be reviewed against the evaluation factors.

- Each proposal receives a weighted score on each evaluation factor from each member of the Committee.
- An average of all Committee members' scores on each evaluation factor is determined.
- A total of all evaluation factors scores determine the overall proposal score.
- All proposals receiving a score of less than the minimum threshold score identified in the RFP will not be considered for a possible contract with the COWIB.
  - COWIB will send a written notice on all unsuccessful proposals stating they will not receive further consideration due to the stated reasons.

### Approval and Negotiation:

The RFP includes a calendar providing approximate dates for:

- RFP release;
- proposal due date;
- proposal evaluation time frame and who will evaluate;

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- review by COWIB Committee;
- review by COWIB;
- contract negotiations, and
- contract awards.

The proposals are reviewed by the COWIB Committee, selected and recommended to COWIB for contract negotiations. Other considerations besides the proposal score in making the recommendation may include:

- Funds available for contracting;
- Cost for services proposed;
- Comparable services proposed by others; and
- Other.

Contracts will be negotiated by the COWIB CEO.

### **Awarding Contracts**

Final documents are sent to the selected sub-recipient for original signature. The signed contract is returned for the COWIB CEO's signature. The original signed contract is retained by COWIB. The signed contract is submitted to the COWIB Board for ratification.

### **Contract Modifications**

Contract modifications are made to the contract to adjust line items within the budget, extend contract period, change language for clarity, and other reasons under the following conditions.

- Line item change limited to 10 percent of total budget and requires written request of contractor and approval of COWIB.
- Line item changes or other changes in the contract that change the dollar amount of a line item or total contract, require a written request from the contractor justifying the change with sufficient documentation to support change requested.
- All changes that alter the scope and intent of the contract will require a written request from the contractor justifying the change with sufficient documentation to support change requested.
- All modifications to the contract as stated in (b), (c) or as directed by COWIB will require the same approval process as required for the original contract prior to any deviation from the original contract.

### **Documenting evaluation results**

Documentation of the procurement process will be tracked using the Attachment C: COWIB Procurement File Check List—Competitive Negotiation form, contain items as identified in [Documentation](#) Section (below) and retained in the appropriate Contract file. All proposals received in response to an RFP that score equal to or above the minimum threshold score are entered on a

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spreadsheet. The spreadsheet is used to record the scores, reviewer comments, and is retained in procurement files. The individual scores and comments provided by each reviewer are summarized on one spreadsheet for ease of reading and for the records.

Each proposal is summarized and entered on a form, providing all pertinent information and is used to present information to the designated COWIB Committee for review and recommendation. The decision of COWIB Committee is entered on the form for each proposal. This form is submitted to COWIB for consideration and approval for contract negotiations. The decision of COWIB is entered on the form. This becomes the tracking record for the procurement process.

### Non-Competitive Negotiation

In accordance with the ACT On-the-job training (OJT) contracts and customized training contracts may be sole sourced. OJT brokering awards will be procured competitively.

COWIB may use Sole source procurement only when the award of a contract is infeasible under small purchase procedures (under \$2,500.00), or competitive proposals and one of the following circumstances applies:

- The item or service is available from only a single source; or
- An emergency situation that will not permit the time required for a competitive solicitation; or
- After solicitation from a number of sources, competition is determined inadequate; or
- The purchase of workers compensation insurance coverage from the State of Oklahoma, State Insurance Fund, the rates of the State Insurance Fund are established by a commission and are not subject to competition.

### Professional and Consultant Services

The cost of professional and consultant services rendered by persons or organizations that are members of particular profession or possess a special skill are allowable if charged in accordance with OMB 2 CFR Chapter 1, Chapter II, Part 200 Uniform Administrative Requirements.

### Methods of Training Procurement/Contracting

When writing On-the-job training (OJT) and customized training contracts the sole source method of procurement may be used. Note: OJT brokering awards must be selected competitively.

### On-The-Job Training

The OJT contract procurement process will follow current COWIB ***OJT Policy*** and the current COWIB ***Policy on Informed Consumer Choice***.

### Customized Training

The Customized Training contract procurement process will follow current COWIB ***Customized Training Contract Policy*** and the current COWIB ***Policy on Informed Consumer Choice***.

### Individual Training Accounts (ITA)

The Individual Training Accounts procurement process will follow current COWIB **Individual Training Account Policy** and current COWIB **Eligible Training Providers Policy** and the current COWIB **Policy on Informed Consumer Choice**.

### Pass Through

This policy does not apply to pass through of monies from any unit of State or local government to other such units, such as a local educational agency or public housing authority. To qualify as a pass through, COWIB must either further pass through the monies to another such entity or procure services in accordance with the procurement policies.

### Reasonableness of Cost

COWIB will document cost reasonableness for every procurement action, including contract modifications (except for modifications where a determination has been made that they do not have a monetary impact). COWIB will determine cost reasonableness by [Price Analysis](#) and [Cost Analysis](#) and retain documentation in procurement file. In addition to other evaluation factors used for price or cost analysis, COWIB shall make independent estimates before receiving bids or proposals and retain in the procurement file.

### Price Analysis

Price analysis is the process of examining and evaluating a price without looking at the estimated cost elements and proposed profit of the offeror whose price is being evaluated.

Price analysis is performed on every procurement action. Price analysis techniques include:

- Comparison of proposed prices with independent estimates of cost developed by COWIB;
- Comparison of competitive price quotations;
- Comparison of prior quotations and contracts with current quotations for the same or similar items;
- Use of yardsticks or parametric relationships to point up apparent gross differences (e.g., dollars per placement, price per instruction hour, price per participant-training hour, etc.); or
- Comparison of prices on published price lists with published market prices of commodities, together with discount or rebate schedules.

### Cost Analysis

Cost analysis is the review and evaluation, element by element, of the cost estimate supporting a company's proposal for the purpose of pricing a contract.

A cost analysis is necessary when the offeror is required to submit the elements of the estimated cost, when adequate price competition is lacking, and for sole source procurements, including contract

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modifications (except for modifications where a determination has been made that they do not have a monetary impact), unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

Cost analysis includes evaluation of the:

- supporting data submitted by the offeror,
- cost elements, and
- factors the offeror considered in projecting from the data to develop the estimate of cost to perform the specified work.

### Profit or Program Income

If profit or program income is included in the price, COWIB shall negotiate profit or program income as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is required.

To establish a fair and reasonable profit or program income, consideration shall be given to:

- The complexity of the work to be performed;
- The risk borne by the contractor;
- The contractor's investment;
- The amount of subcontracting;
- The quality of the contractor's record of past performance;
- Industry profit rates in the surrounding geographical area for similar work; and
- Market conditions in the surrounding geographical area.

The cost plus a percentage of cost method of contracting shall not be used.

## Selection of Service Providers

### Youth Service Provider Selection

All youth service providers will be selected by a competitive process as outlined in this policy, except as otherwise provided by the Act.

### Adult and Dislocated Worker Service Provider Selection

All Adult and Dislocated Worker service providers will be selected by a competitive process as outlined in this policy, except as otherwise provided by the Act. COWIB and /or Staff will not directly provide core services, or intensive services, or be designated or certified as a One-Stop operator, unless agreed to by the BCEO and the Governor.

## Administration of Funds

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COWIB will ensure that, for all services provided to participants through contracts, grants, or other agreement with a service provider, such contract, grant, or agreement shall include appropriate amounts necessary for administration.

### Duplication of Services

No funds shall be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources unless it is demonstrated in writing that alternative services or facilities would be more effective or more likely to achieve the COWDB'S performance goals.

### Documentation

COWIB will maintain a file for each procurement action sufficient to detail the significant history of the procurement. The procurement file will contain, if applicable, the following general procurement items:

#### General Procurement Items

- Justification for the type of procurement method used;
- The price and cost analysis performed, including the independent estimates made by COWIB prior to receiving bids;
- Certificates of debarment; and
- Justification if the lowest priced item is not purchased.
- Method of Procurement

Each procurement file must contain, if applicable, the following items:

#### Small Purchase Procurement

The procurement file will contain, if applicable, the following small purchase items:

- The procurement process tracked using the Attachment A: COWIB Procurement File Check List—Non-Competitive & Small Purchases form;
- Copies of price or rate quotations from an adequate number of qualified sources; and
- Justification for why less than three (3) price or rate quotations were obtained for single item purchases for \$10,000.01 or more and under \$25,000 and justification for why less than ten (10) price or rate quotations were obtained for single item purchases for \$25,000.01 or more and under \$50,000. Documentation will be retained in the Procurement file.

#### Competitive Procurement

The procurement file will contain, if applicable, the following competitive procurement items:

- The procurement process tracked using the Attachment B: COWIB Procurement File Check List—Competitive Bids form;
- Copies of any bids or proposal solicitations issued including the evaluation factors;
- Copies of advertisements announcing procurement actions;

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- Copies of all solicited bids or proposals received;
- Summary of any negotiations including changes made to the curriculum, price, duration, technical requirements (such as instructor qualifications), or outcomes;
- Summary of the negotiations establishing fair and reasonable profit or program income;
- Copy of the evaluation results of the bids or proposals received; and
- Justification of the sound business reasons for rejecting any bids or proposals;
- The original RFP, with the time and date received recorded.

Upon selection and purchased, documentation will be moved to and retained in the Contractors file.

### Non-Competitive Procurement

The procurement file will contain, if applicable, the following non-competitive procurement items:

- The procurement process tracked using the Attachment C: COWIB Procurement File Check List—Competitive Negotiation form;
- Summary of any negotiations including changes made to the curriculum, price, duration, technical requirements (such as instructor qualifications), or outcomes;
- Summary of the negotiations establishing fair and reasonable profit or program income; and the demonstrated ability of service providers to effectively deliver the services required.

Upon a contract being awarded, documentation will be moved to and retained in the Contract file.

### Contract Policy

All procurement action requiring a written agreement or contract will be as follows:

#### Purpose

Minimum standards are established to ensure that public funds are adequately protected in the subcontract process and that grant recipients are in compliance with applicable laws and regulations.

#### Contract Required

The following procurement actions require written contracts between COWIB and contractors or sub-recipients.

#### Service Provider

A written contract is required when procuring services exceed \$25,000 in the aggregate from any service provider. A written contract is also required when a competitive procurement action is required.

#### Sub-recipients

A written contract is required when procuring services in any amount from a sub-recipient



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## Selection of Contract

Two basic types of contracts will be used by COWIB.

### Cost Reimbursement Agreements

Provides for the payment of actual costs incurred to the extent as prescribed in the contract. This type of agreement reimburses the contractor for their best efforts to perform up to the total costs and types of costs authorized in the contract. Detailed documentation demonstrating that all reported costs have been incurred is required to earn payment.

### Fixed-Price Agreements

A fixed-price agreement pays a contractor a specified price for specified deliverables irrespective of the contractor's actual costs incurred. This form of agreement is used when clear delivery specifications can be stated with little or no uncertainty.

The most widely used form of fixed-price agreement has been the fixed-unit-price, performance-based contract. These agreements make payments to the contractor contingent on successful achievement of specified, measurable performance outcomes. The risk under this form of agreement should be primarily with the contractor since compensation is not owed, regardless of the costs incurred, unless the contractor achieves satisfactory results. Work performed under this type of contract will be allocated to the appropriate cost categories.

Another type of fixed-price agreement is an indefinite quantity contract. They are used when an organization knows what specific goods or services it needs but cannot specify the quantity it will need or the times they will be needed. Such contracts may contain many types of items, as long as each type is clearly described in the statement of work.

### Choice Of Contract

COWIB will use a type of contract based on consideration of cost and price analysis, degree of performance certainty, assignment of risk, and the particular characteristics of a given procurement.

### Cost Reimbursable Contracts

Contracts between units of State or local government, and any other entity organized principally as the administrative entity for COWDB will be conducted on a cost reimbursable basis. Cost plus type awards are not allowable. In the case of procurement transactions with schools that are a part of these entities, such as State universities and secondary schools, when tuition charges or entrance fees are not more than the educational institution's catalogue price, necessary to receive specific training, charged to the general public to receive the same training, and for training of participants, the tuition and/or entrance fee does not have to be broken out by items of cost.

### Fixed-Price Contracts

An appropriate use of a fixed-price contract is where the contract price is made up of single unit charges

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and payment is contingent of delivery of the specified units, such as OJT employer agreements and catalogue priced tuition training. A logical use of the indefinite quantity contract would be when contracting for referrals to training that has tuition-based pricing. This will obviate the need to execute small purchases again and again.

### Minimum Standards

Each contract written at COWIB level will contain elements as described in this policy. This policy is not intended to prescribe a format or order: however, each element identified in this policy will be addressed in COWIB contracts.

### Signature/Cover Page

All contracts, including modifications, will be executed and signed by the BCEO Chair or designee, and will include beginning and ending dates for the contract performance and payments. The signature or cover page will include:

- A Statement of Purpose,
- The names and addresses of the parties to the contract,
- The beginning and ending date of the contract,
- A list of contract sections and attachments,
- The typed names and titles of signatories, and
- The signatures and the date of signature.

### Statement of Work

Each contract will contain a narrative describing the quantity and quality of work to be performed by the contractor. The narrative will provide a timeline of events such as the dates the contract work is to begin and end, and any start-up or close-out dates (if any), and how will performance outcomes be documented and verified. Adult and Dislocated Worker Service Provider/Sub-recipient contracts must reflect the requirements of the local integration service delivery design to include the minimum integration requirements as set forth by the State.

### Payment and Delivery Provisions

The conditions under which COWIB will make payment or partial payments to the contractor will be clearly stated. Included here will be the budget or benchmarks for payments; frequency of payment if progress or reimbursement payments are used; addresses of where to submit invoices and where to send payments; the types of invoices required, including any backup and supporting documentation; discounts; holdbacks; and other payment-related information. COWIB will consider holding back some portion of the contract price pending full performance. For example, holding some portion of the agreed upon payment price to any OJT employer until the participant has been employed by that employer for more than 90 days.

### Boilerplate Terms and Conditions

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### Contracts with Contractors

The following terms and conditions will be included in any contract between COWIB and a contractor or service provider (over \$25,000 in services or goods).

- Provisions for early Terminations
- For cause (default)--The termination for default clause will give COWIB the right to terminate the contract for the contractor's failure to perform its obligations under the contract.
- For convenience--This clause will allow COWIB to terminate the contract without becoming liable for breaching the contract by giving reasonable notice.
- Funding--This clause will allow COWIB to terminate the contract due to lack of funds

### Modification to Grants

This following condition will describe the method and circumstances required for modifications of grants to the COWDB.

- Any revisions, additions, or deletions to the terms of a contract which are required by changes in Federal law or regulations will be automatically incorporated into the contract without the need for a written amendment. All such changes shall become effective on the date designated by law or regulation.
- Modifications reducing the budget levels of any contract may be considered and implemented during the course of the contract:
  - If and when a contractor fails to meet expenditure, client, outcome goals, or
  - Upon notification of a funding reduction from the State of Oklahoma or the U.S. Department of Labor.

It is anticipated that if a contractor falls below 90% of planned expenditures, the BCEO and the Board may de-obligate the unspent portion and require a revised budget from the contractor.

- In general: Modifications—with the exception of those required by Federal or State Law—will be submitted for written approval by the BCEO and the Board of Directors before becoming effective.
- In general: Either party to a contract may request that the contract terms be re-negotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside the control of either party.
- Modifications increasing the budget levels of any contract may be considered and implemented during the course of the contract only in limited circumstances. For example, an increase in funds may be considered if additional funds become available to the area—such as NEG funds, reallocation of funds, or any other increase of funds becoming available from USDOL.

COWIB Staff will prepare a Grant Agreement modification form for Grant Agreements when conditions warrant. The conditions may include any of the following common reasons for a modification and others

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determined necessary by COWIB.

- Grant increase or decrease;
- Grant Period Extension;
- Program Change;
- Federal Amendments; and
- Other Appropriate and Necessary Reasons.

COWIB staff submits the Grant Agreement modification form to CEO for approval that contains the following information (Attachment H, Modification of Grant Agreement Form)

- Grant Number;
- Modification Number;
- Change Made Necessary by Modification;
- Signature of COWIB CEO; and
- Appropriate Dates.

### *Provision Against Assignment*

This provision ensures that the contractor will not assign its interest in the contract without written approval from COWIB.

### *Subcontracting*

It is the intent of COWIB that no contractor will be permitted to subcontract away its contract responsibilities without the prior written approval of the CEO.

### *Indemnification (Hold Harmless)*

The provision must protect COWIB, the State of Oklahoma, the U.S. Department of Labor, and all agents in case the contractor is sued for acts committed within the contract.

### *Dispute Resolution*

This provision will define a method for resolution of disputes related to contract performance.

### *Audit Rights*

Will give COWIB, State of Oklahoma, and others with statutory audit rights the authority to examine documents pertaining to contract performance and enable the auditor to determine whether the contractor is properly performing its contractual obligations, especially in relation to payments received.

### *Access to Records*

Will give access to COWIB, State of Oklahoma, the Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the contractor or subcontractor which are directly pertinent to charges to the program, in order to conduct audits and examinations, and make excerpts, transcripts,

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and photocopies. This right will include timely and reasonable access to contractors' and subcontractors' personnel for the purpose of interviews and discussions related to such documents.

### Copyrights and Rights to Data

This provision must include a notice of the Funding source requirements pertaining to Copyrights and the rights to data. Specifically, COWIB, the State of Oklahoma, and the Department of Labor shall have unlimited Rights to any data first produced or delivered under the agreement.

### Pre-agreement Cost Clause

Funds expended prior to the signature date of a contract will be questioned unless the contract contains a pre-agreement cost clause. This clause will allow for the expenditure of funds between the planned beginning, or effective, date of the contract and the actual signature date. Under no circumstances may a pre-agreement cost clause provide for allowable expenditures for more than 30 calendar days prior to the effective date of the contract.

### Increases and Extensions

Any increase in funds will be based on adequate documentation of past-demonstrated performance outcomes and the rationale provided. The contract may be extended but the limitation on the number of years must be specified and the provisions justifying the extension must be documented utilizing the modification process.

### De-obligation/Re-obligation/Extensions

Will define situations, if any, which contract payments may be decreased or the contract length extended.

### Price Adjustment

If a contract or modification was negotiated in reliance upon cost data supplied by an organization offering a proposal. COWIB will ensure that it can adjust the price to exclude any significant sum by which the price was increased, because the contractor had submitted cost data in its proposal that was not accurate, complete, or current as certified.

### Renewal

The State of Oklahoma allows the extension of a contract for two consecutive years (in one-year increments) from the original contract ending if the basis for renewal has been met, documented and verified. Contracts have a negotiated level of performance specified that must be met in order to be renewed. The performance measures reported by the contractor will be analyzed, verified and documented utilizing information contained in Oklahoma Service Link (OSL) by a simple sampling method. Performance will be analyzed on a quarterly basis to ensure reports made by the contractor can be supported by information contained in OSL. The review for renewal will be conducted in the month following the third quarter of performance and a determination as to whether the contract may and will be renewed will be concluded before the end of the tenth month of the contract year. The

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contractor will be notified in writing as to whether their contract will be renewed.

### **Contracts With Providers/Contractors Who Serve Participants**

COWIB will consider the conditions in the [On-the-Job Training](#) Section (above) and the following conditions as minimum requirements in contracts with a contractor or service provider (over \$3,000), who provides services to participants.

#### **Provider/Contractors Insurance**

Required insurance shall be carried and maintained throughout the term of this Contract. This may include but is not limited to workers compensation, classroom insurance, non-owned automobile or general coverage. The certificates of insurance shall contain an understanding by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased without thirty (30) days prior written notice to COWIB. (Attachment I, OKC Certificate of Insurance Form)

During the term of the Contract, the Provider/Contractor shall provide, pay for, and maintain with companies satisfactory to COWIB, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies shall provide that the Central Oklahoma Workforce Investment Area Local Elected Officials (COWDB BCEO, which includes the City of Oklahoma City and Oklahoma, Canadian and Logan Counties) are named additional insured as to the operations of the Provider/Contractor under this Contract and shall also provide the following Severability of Interest Provision:

With respect to claims involving any insured hereunder, each such interest shall be deemed separate for any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms furnished by the City, showing the contract number and description as indicated in the Contract. The Certificate must be signed by the Authorized Representative of the insurance company(s) shown in the Certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to COWIB, on a timely basis, if requested by COWIB. The required policies of insurance shall be performable in Oklahoma City, and Oklahoma, Canadian and Logan Counties, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to COWIB of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Provider/Contractor shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated. If at any time COWIB requests a written statement from the insurance company(s) as to any impairment to the aggregate limit, the Provider/Contractor hereby agrees to promptly authorize and have delivered to COWIB such statement. The Provider/Contractor shall make up any

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impairment when known to it. The Provider/Contractor authorizes COWIB to confirm all information so furnished, as to Provider/Contractor's compliance with its bonds and insurance requirements, with the Provider/Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Provider/Contractor shall be primary to any insurance or self-insurance program carried by COWIB and or the BCEO.

No work or occupancy of the premises shall commence at the site unless and until the required Certificates of Insurance are in effect and the written Notice to Proceed is issued to the Provider/Contractor by COWIB.

- The insurance coverage and limits required of the Provider/Contractor under this Contract are designed to meet the minimum requirements of COWIB. Such coverage and limits are not designed as a recommended insurance program for the Provider/Contractor. The Provider/Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Provider/Contractor have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed thereof, Provider/Contractor should seek professional assistance.
- Any deductibles or self-insured retentions or any scheme other than a fully insured program of general liability, automobile liability and/or employer's liability must be declared by the Provider/Contractor and be approved in advance by COWIB. At the option of COWIB, either the Provider/Contractor shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City and/or the COWDB BCEO; or the Provider/Contractor shall procure a bond guaranteeing payment of the losses and related investigations, claim administration and defense expenses not otherwise covered by Provider/Contractor's insurance because of deductibles or self-insurance retentions.
- Worker's Compensation and Death Liability. The Provider/Contractor shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in an amount not less than one hundred thousand dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted (if subcontracting is allowed pursuant to the Contract), the Provider/Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Provider/Contractor. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Provider/Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
- Commercial General Liability Insurance: The Provider/Contractor shall maintain during the term of the Contract sufficient Commercial General Liability Insurance to protect the Provider/Contractor and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the

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Provider/Contractor or by any sub- providers/contractors or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than:

- Property Damage Liability in an amount not less than twenty-five thousand dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.
- All Other Liability in an amount not less than one hundred seventy-five thousand dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
- Single Occurrence or Accident Liability in an amount not less than one million dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If the Provider/Contractor's Commercial General Liability coverage is written in a "claims-made" form, Provider/Contractor shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

- Automobile Liability Insurance shall be maintained by the Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:
  - Bodily Injury Liability
    - \$175,000.00 Limit each person
    - \$1,000,000.00 Limit each accident
  - Property Damage Liability
    - \$25,000.00 Limit each accidentor
- Bodily Injury and Property Damage Liability
  - \$1,000,000.00 Combined single limit each accident
- Governmental Liability Insurance – COWIB will require on contracts with governmental agencies or other appropriate entities the inclusion of the following statement in lieu of the above requirements in the contract:

The parties agree that the Governmental Tort Claims Act, 50 O. S. 1991, 151 et seq. shall govern all tort actions brought. If the Provider/Contractor is a governmental entity, it warrants that it maintains appropriate insurance or is self-insured for tort liability and/or workers' compensation.

Each party shall be solely responsible for the acts of omissions of its employees and/or agents under this Agreement subject to the limitations set forth in the Governmental Tort Claims Act, 50 O. S. 1991, 151 et seq. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the parties or between officers, agents, and/or employees or any party with any of the other parties.



## COWIB Policy on Procurement and Contracting

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### EEO

COWIB will ensure that

*no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.*

U.S. Department of Labor Assurance Statement 29 DFR 37.20(a)(1), § 188 of WIOA. (Attachment J, General Assurances Form)

Grievances — COWIB will request the grievance be submitted in writing to address the issues being grieved within 10 working days after the reported occurrence. COWIB will review and make the determination of necessary action relative to the nature of the grievance. COWIB will provide a written response within 60 day from the date the grievance is received in the COWIB office.

COWIB contracts will be in compliance with the following current COWIB policies and procedures: ***Equal Opportunity Policy, Grievance Policy, Grievance Procedure and Discrimination Complaint Procedure.***

### Duplicate Funding

COWIB will ensure that the contractor's costs, which are already allocated to other sources, may not be included in the cost of the contract. The contractor must inform COWIB if the contractor applies for or receives funds, which affect the cost or performance of work under this contract, and how the contractor plans to allocate duplicated funds. COWIB must have the right to renegotiate the contract relative to changed cost. Federal funds received will be used only to supplement training resources available through Education Assistance Programs. Federal funds may be used in conjunction with PELL, SEOG, and other programs, but funds from different sources will be used to pay for different services with no duplication.

### Participant Rights

COWIB will ensure that participants receive similar benefits to other persons in similar situations. COWIB will also ensure that participants receive orientation to the programs funded through OOWD sufficient that they understand who will be providing services, what support services are available, and what the participant must do to be successful in the program.

### Safety

COWIB will ensure a safe working or training environment for participants.

### **Contracts with Sub-recipients**

The following terms and conditions are considered to be the minimum, in addition to the terms required in paragraphs VIII.D.5.a through VIII.D.5.e, in a contract with a sub-recipient.

## COWIB Policy on Procurement and Contracting

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### Compliance with Law

A clause that requires compliance with the Workforce Investment Act, all implementing regulations, and any other applicable laws including but not limited to:

- The Workforce Innovation and Opportunity Act (WIOA),
- The Workforce Innovation and Opportunity Act (WIOA) Regulations,
- Other Federal laws,
- State laws,
- Oklahoma State Policies,
- Local laws,
- COWIB Policy, and
- The U.S. Department of Labor Statement 29 CFR 37.20(a)(1), Section 188 of WIOA

### Record Retention

COWIB will include in the contract that the contractor's records will be kept by the contractor for three years from date of contract closeout or audit/litigation resolution, whichever is later. The contractor shall maintain records, which may be audited at any time, to include, but not limited to, supportive documentation for all disbursements. Records must be current and traceable to source documentation. The contractor will turn over all records to COWIB, should the contractor go out of business, within 10 working days following the close of Contractor's business.

### Reporting

The contract shall require a contractor to furnish COWIB any narrative, statistical, and financial reports related to the elements of the contract in the forms and at such times as required by COWIB.

### Program Income

The contractor will ensure that income earned from federal funds received from OOWD is used to further program objectives, in accordance with the regulation, OMB circulars, and state policy.

### Property/Capital Expenditures

All property purchased from federal funds received from OESC will be handled in accordance with the state's property policy.

### Corrective Action

COWIB will notify the contractor in writing on corrective action procedures relative to contract goals, performance, modification, and termination.

### Patent Rights

Must include a notice of the Federal requirements pertaining to patent rights.

## COWIB Policy on Procurement and Contracting

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### Recruitment

If participant recruitment is the responsibility of the sub-recipient, either wholly or in part, the contract must contain provision for the contingency of low enrollments. The contract must also clearly state any minimum requirements for participants.

### Disallowed Costs

The contract will require that any costs determined by the COWIB, State of Oklahoma, or the U.S. Department of Labor to be unallowable shall be returned by the contractor in accordance with State and federal debt collection policy.

## Documentation

COWIB will maintain the following documents in a Contract File:

- A copy of the contract and any modifications;
- Any program income negotiated;
- Justification of contract failure;
- Summary of negotiation of corrective action;
- The basis for the contract type selected; and
- Current copy of a school catalog, price list, and refund policy for off-the-shelf training contractors.
- Assurance Statement regarding U.S. Department of Labor (USDOL) Section 188 of WIOA.

## Access To Records

The Contractor agrees that at any time during normal business hours, and as often as deemed necessary, COWIB's designated Staff Monitor or Board-contracted entity (rather than a Board Staff person), State of Oklahoma, U.S. Department of Labor, or other authorized Federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such inspection shall be made to determine if the Contractor is in compliance with the terms and provisions of the Contract.

## Equal Opportunity and Nondiscrimination Statement

All Recipients, and Sub-recipients / Sub-grantees must comply with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

## Addenda / Revisions

The COWIB Chief Executive Officer is authorized to issue additional instructions, guidance, approvals,

## COWIB Policy on Procurement and Contracting

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and/or forms to further implement the requirements of policy, without making substantive change to the policy, except in situations when a new or updated state and federal guidance is issued.

**Attachment A: COWIB Procurement File Checklist – Non-Competitive & Small Purchases**

Project Name: \_\_\_\_\_

Procurement folder: W:\\Procurement\\\_\_\_\_\_

Method of Procurement	Criteria	Rationale for Selection
<input type="checkbox"/> <b>Non-Competitive Purchases</b>	Micro-purchase with aggregate value of less than \$10,000	
<input type="checkbox"/> <b>Small Purchase</b>	Purchases \$10,000.01 through \$25,000 (3 quotes for purchases) or \$25,000.01 through \$50,000.00 (10 quotes for purchases)	
<input type="checkbox"/> <b>Competitive Bids</b>	Invitation for Bids (IFB) when purchases are \$25,000 and greater: <ul style="list-style-type: none"> <li>• Complete, adequate, realistic specs</li> <li>• Multiple bidders available</li> <li>• Selection made appropriately on price</li> </ul>	
<input type="checkbox"/> <b>Competitive Negotiation</b>	Request for Proposal (RFP) for goods or services in excess of \$25,000 when these conditions are present: <ul style="list-style-type: none"> <li>• Nature of item or service precludes developing a specification or a purchase description so precise that all potential suppliers have an identical understanding of the requirements. In order to clarify to potential bidders, an RFP issued should meet specifications (see below)</li> <li>• In addition to price, other factors will be significant in the award decision.</li> </ul>	

**COWIB Procurement File Checklist – Non-Competitive & Small Purchases**

Project Name: \_\_\_\_\_

Procurement folder: W:\\Procurement\\\_\_\_\_\_

**Non-Competitive Purchases/Micro-Purchases**

Aggregate value less than \$10,000

Done / Date / Initial	Description	Comments
<input type="checkbox"/> _____ <input type="checkbox"/> _____	Quotes (optional) Contractor: _____	<input type="checkbox"/> Phone <input type="checkbox"/> Email _____
<input type="checkbox"/> _____ <input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email _____
<input type="checkbox"/> _____ <input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email _____
<input type="checkbox"/> _____ <input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email _____
<input type="checkbox"/> _____ <input type="checkbox"/> _____	Purchase Decision: _____	_____
<input type="checkbox"/> _____ <input type="checkbox"/> _____	Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No Moved to folder: _____	

**Small Purchases**

Purchases \$10,000.01 through \$25,000 (required – minimum 3 sources)

Purchases \$25,000.01 through \$50,000.00 (required – minimum 10 sources)

Done / Date / Initial	Description	Comments
<input type="checkbox"/> _____ <input type="checkbox"/> _____	Quotes see above for source requirements) Contractor: _____	<input type="checkbox"/> Phone <input type="checkbox"/> Email _____
<input type="checkbox"/> _____ <input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email _____
<input type="checkbox"/> _____ <input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email _____
<input type="checkbox"/> _____ <input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email _____
<input type="checkbox"/> _____ <input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email _____

## COWIB Policy on Procurement and Contracting

<input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email
<input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email
<input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email
<input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email
<input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email
<input type="checkbox"/> _____	_____	<input type="checkbox"/> Phone <input type="checkbox"/> Email
<input type="checkbox"/> _____	Purchase Decision: _____	
<input type="checkbox"/> _____	Purchase from lowest bidder? <input type="checkbox"/> Yes <input type="checkbox"/> No	Rationale if not from lowest bidder:
<input type="checkbox"/> _____	Contract (required): <input type="checkbox"/> Yes <input type="checkbox"/> Original Signature Moved to folder: _____	

**Attachment B: COWIB Procurement File Checklist – Competitive Bids**

Project Name: \_\_\_\_\_

Procurement folder: W:\\Procurement\\\_\_\_\_\_

Method of Procurement	Criteria	Rationale for Selection
<input type="checkbox"/> <b>Non-Competitive Purchases</b>	Micro-purchase with aggregate value of less than \$10,000	
<input type="checkbox"/> <b>Small Purchase</b>	Purchases \$10,000.01 through \$25,000.00 (3 quotes for purchases); Purchases \$25,000.01 through \$50,000.00 (10 quotes for purchases)	
<input type="checkbox"/> <b>Competitive Bids</b>	Invitation for Bids (IFB) when purchases are \$25,000 and greater: <ul style="list-style-type: none"> <li>• Complete, adequate, realistic specs</li> <li>• Multiple bidders available</li> <li>• Selection made appropriately on price</li> </ul>	
<input type="checkbox"/> <b>Competitive Negotiation</b>	Request for Proposal (RFP) for goods or services in excess of \$25,000 when these conditions are present: <ul style="list-style-type: none"> <li>• Nature of item or service precludes developing a specification or a purchase description so precise that all potential suppliers have an identical understanding of the requirements. In order to clarify to potential bidders, an RFP issued should meet specifications (see below)</li> <li>• In addition to price, other factors will be significant in the award decision.</li> </ul>	



**COWIB Procurement File Checklist – Competitive Bids**

Project Name: \_\_\_\_\_

Procurement folder: W:\\Procurement\\\_\_\_\_\_

**Competitive Bids** Aggregate value \$25,000.01 and greater

Done / Date / Initial	Description	Comments
<input type="checkbox"/> _____	<b>Copy of original IFB issued</b>	
<input type="checkbox"/> _____	Posted on COWIB.org	
<input type="checkbox"/> _____	List of Bidders notified of IFB	
<input type="checkbox"/> _____	<b>Price &amp; Cost Analysis Performed</b>	
<input type="checkbox"/> _____	Independent estimate made prior to receiving bids	
<input type="checkbox"/> _____	<b>Certificates of Debarment</b>	
<input type="checkbox"/> _____	<b>Justification if low priced item is not purchased</b>	
<input type="checkbox"/> _____	<b>Copies of Bids (REQUIRED)</b> Name of Proposals:	
<input type="checkbox"/> _____		
<input type="checkbox"/> _____		
<input type="checkbox"/> _____	Purchase Decision: _____	
<input type="checkbox"/> _____	Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No Moved to folder: _____	

**Attachment C: COWIB Procurement File Checklist – Competitive Negotiation**

Project Name: \_\_\_\_\_

Procurement folder: W:\\Procurement\\\_\_\_\_\_

Method of Procurement	Criteria	Rationale for Selection
<input type="checkbox"/> <b>Non-Competitive Purchases</b>	Micro-purchase with aggregate value of less than \$10,000	
<input type="checkbox"/> <b>Small Purchase</b>	Purchases \$10,000.01 through \$25,000.00 (3 quotes for purchases); Purchases \$25,000.01 through \$50,000.00 (10 quotes for purchases)	
<input type="checkbox"/> <b>Competitive Bids</b>	Invitation for Bids (IFB) when purchases are \$25,000 and greater: <ul style="list-style-type: none"> <li>• Complete, adequate, realistic specs</li> <li>• Multiple bidders available</li> <li>• Selection made appropriately on price</li> </ul>	
<input type="checkbox"/> <b>Competitive Negotiation</b>	Request for Proposal (RFP) for goods or services in excess of \$25,000 when these conditions are present: <ul style="list-style-type: none"> <li>• Nature of item or service precludes developing a specification or a purchase description so precise that all potential suppliers have an identical understanding of the requirements. In order to clarify to potential bidders, an RFP issued should meet specifications (see below)</li> <li>• In addition to price, other factors will be significant in the award decision.</li> </ul>	

**COWIB Procurement File Checklist – Competitive Negotiation**

Project Name: \_\_\_\_\_

Procurement folder: W:\\Procurement\\\_\_\_\_\_

**Competitive Bids** Aggregate value \$25,000 and greater

Done / Date / Initial	Description	Comments
<input type="checkbox"/> _____	<b>Copy of original RFP issued</b>	
<input type="checkbox"/> _____	Posted on COWIB.org	
<input type="checkbox"/> _____	List of Bidders notified of RFP	
<input type="checkbox"/> _____	<b>Price &amp; Cost Analysis Performed</b>	
<input type="checkbox"/> _____	Independent estimate made prior to receiving bids	
<input type="checkbox"/> _____	<b>Certificates of Debarment</b>	
<input type="checkbox"/> _____	<b>Justification if low priced item is not purchased</b>	
<input type="checkbox"/> _____	<b>Copies of Proposals (REQUIRED)</b> Name of Proposals:	
<input type="checkbox"/> _____		
<input type="checkbox"/> _____		
<input type="checkbox"/> _____	<b>Copies of Evaluation Factors</b>	
<input type="checkbox"/> _____	<b>Summary of negotiations including changes made to the curriculum, price, duration, technical requirements or outcomes</b>	
<input type="checkbox"/> _____	<b>Summary of the negotiations establishing fair and reasonable profit or program income</b>	
<input type="checkbox"/> _____	<b>Copy of the evaluation results</b>	
<input type="checkbox"/> _____	<b>Copy of the evaluation results</b>	
<input type="checkbox"/> _____	<b>Awarded Proposal</b>	
<input type="checkbox"/> _____	<b>Award letter or email</b>	<input type="checkbox"/> Letter <input type="checkbox"/> Email
<input type="checkbox"/> _____	<b>Rejection letter(s) or email(s)</b>	<input type="checkbox"/> Letter <input type="checkbox"/> Email
<input type="checkbox"/> _____	<b>Justification of the sound business reasons for rejecting any bids or proposals</b>	
<input type="checkbox"/> _____	<b>Contract signed</b>	
<input type="checkbox"/> _____	Contract saved to Program folder	

## Attachment D: RFP Application Form

### APPLICATION FORM

On behalf of:

\_\_\_\_\_  
Bidder Organization

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State Zip Code

\_\_\_\_\_  
Proposed Service

I am submitting the attached proposal for the delivery of Program Year \_\_\_\_ services funded under the Workforce Innovation and Opportunity Act of 2014, PL 113-128 and its accompanying regulations, and I certify that I am authorized by the bidder to bind them to this proposal.

I certify that the contents of the application are truthful and accurate and the above named bidder agrees to comply with the policies stated in this application; and that this application represents a firm request subject only to mutually agreeable negotiations; and that the above named bidder is in agreement that the Western Oklahoma Workforce Development Board reserves the right to accept or reject any proposal for funding; and that the above-named bidder has not been debarred or suspended from receiving federal grants, contracts, or assistance and that the above-named bidder waives any right to claims against the Board of Chief Elected Officials (BCEO), members and staff of the Western Oklahoma Workforce Development Board, Inc.

I understand that the Western Oklahoma Workforce Development Board or the BCEO has no obligation to fund this proposal and that no obligation will exist until a contract has been negotiated and entered. Upon issuance of a contract, I certify I will carry out the goals of the program according to the terms and conditions set forth in the contract and modifications thereto, including the Project Design and the Budget. I further certify that agency officials listed below are authorized to negotiate a binding contract for the bidder and will be available during proposal evaluation.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_

**Attachment E: RFP Drug-Free Workplace Certification Form**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CFR Part 98, Section 98.305.320 and Subpart F.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (A) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (B) Establishing a drug-free awareness program to inform employees about:
  - The dangers of drug abuse in the workplace;
  - The grantee’s policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation, and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- (D) Notifying all employees that, as a condition of employment under the grant, the employee will:
  - Abide by the terms of the statement; and
  - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute for a violation occurring in the workplace no later than five days after such conviction.
- (E) Notifying the agency within ten days after receiving notice under paragraph D.2. with respect to any employee or otherwise receiving actual notice of such conviction. Employers of convicted employees provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working. The Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (F) Taking one of the following actions, within 30 days of receiving notice under paragraph D.2., with respect to any employee who is so convicted
  - Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
  - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

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**Attachment F: RFP Certificate Regarding Conflict of Interest Form**

**CERTIFICATE REGARDING CONFLICT OF INTEREST**

By signing and submitting this Certificate Regarding Conflict of Interest the undersigned covenants that no officers, members or employees of its governing board have any interest, and that none shall acquire any interest, direct or indirect, that would conflict with full and complete execution of this contract. Sub- recipient further covenants that in the performance of this contract, no person having any such interest will be employed. [WIOA Section 107 (h)]

No employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit no accept gratuities, favors or anything of monetary value from sub-recipients, or parties to sub agreements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

**Attachment G: RFP Certification Regarding Debarment & Suspension Form**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

Applicant Organization: \_\_\_\_\_

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants’ Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211).

The prospective primary participant, (i.e., grantee) certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract 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.

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

## Attachment H: RFP Certification Regarding Lobbying Form

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, And Cooperative Agreements

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

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, and 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.

If any funds other than Federal appropriated 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned 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. Submission of this certification is a prerequisite for or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Grantee or Sub-recipient	WIOA Title I Program/Title
Name of Certifying Official	Title
Signature	Date



## Attachment I: RFP Proposer Certification (5) Form

### PROPOSER CERTIFICATIONS FOR: \_\_\_\_\_

#### ***Certificate Regarding Compliance with Federal Laws***

The proposer, certifies that it is an Equal Opportunity Employer and is in compliance with Section 188 of the Workforce Innovation and Opportunity Act, the Americans With Disabilities Act, the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975, and Executive Orders 11246 and 11375. The proposer certifies that it will provide guidelines for client grievance procedures. Initial: \_\_\_\_\_

#### ***Certification of Intent to Participate in the One Stop Delivery System***

The proposer certifies that it, if selected for a contract(s) through this proposal, agrees to support the WIOA One Stop concept and agrees to establish a cooperative and mutually beneficial relationship between the One Stop Partners to participate in the planning and implementation of individual and mutual duties, obligations, and responsibilities under the Workforce Innovation and Opportunity Act. The proposer certifies that it will participate in the local integration plan and will fully participate in the integrated and functional delivery of services that have been approved by the Workforce Development Board. Initial: \_\_\_\_\_

#### ***Certification of Indemnification***

The proposer certifies that it is aware that an indemnification clause will be included in the contract(s) that is awarded as a result of this proposal. The proposer certifies that it is aware that the indemnification clause will state that the proposer (contract(s)or) shall indemnify and hold harmless the Western Oklahoma Workforce Development Board, the Western Oklahoma Workforce Development Board officers, agents, and employees and the Western WIOA Consortium of Chief Elected Officials from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the proposer (contract(s)or) or any of its employees, agents, volunteers, sub-recipient(s), or representatives. Initial: \_\_\_\_\_

#### ***Certificate Regarding Cost***

The proposer certifies that to the best of its knowledge and belief, the cost data submitted is accurate, complete, and current at the time this proposal is submitted. Initial: \_\_\_\_\_

#### ***Certificate Regarding Transitioned Clients***

The proposer certifies that it will honor the original plan of service to all clients that are being transitioned from a previous service provider. Clients that are "transitioned" are those eligible youth, adults and dislocated workers that are receiving WIOA services and have been registered as a WIOA client prior to the effective date of the contract(s) arising from this RFP. The proposer certifies that services to those transitioned clients will not be interrupted Initial: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

## Attachment J: RFP Certification of Bidder Form

### CERTIFICATION OF BIDDER

I, \_\_\_\_\_ of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of \_\_\_\_\_ the offeror submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among offers and between offerors and state officials and employees, federal officials and employees, Western Oklahoma Workforce Development Board members and employees, local elected officials and employees, as well as facts pertaining to the giving or offering of things of value to any of the afore mentioned parties in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstance surrounding the making of the offer to which this statement is attached and has been personally directly involved in the proceedings leading to the submission of such bid; and
3. Neither the offeror nor anyone subject to the offeror’s direction or control has been a party:
  - a. to any collusion among offerors in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer,
  - b. to any collusion with any state official or employee, federal official or employee, Western Oklahoma Workforce Development Board member or employee, local elected official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between offerors and any state official, federal official, Board member, local elected official concerning exchange of money or other thing(s) of value for special consideration in the letting of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

1. Complete form
2. Print
3. Sign     Digital signatures not accepted.
4. Scan
5. Submit

### Attachment K: RFP Certificate Regarding RFP Content Form

#### CERTIFICATE REGARDING RFP CONTENT

The proposer certifies that it has read all of the information presented in the RFP. The proposer certifies that it understands that the contract(s) that will arise from this RFP will have the conditions, stipulations, and requirements that are stated in the RFP and that the contract(s) will have other legal provisions that are standard and customary contract(s) provisions, but which are not specifically shown in this RFP.

The proposer (proposer’s representative) being duly sworn upon oath, deposes and says:

- That I executed the accompanying proposal on behalf of the Proposer, and that I had the lawful authority to do so.
- That the prices in this proposal have been arrived at independently.
- That the Proposer has not directly or indirectly entered into any agreement, express or implied, with any other actual potential proposer or Proposers having for its objective the controlling of the amounts of proposals, or the limiting of the number of proposals or proposers.
- That the Proposer has not paid, given or donated or promised to pay, give or donate to the WOWDB or any officer or employee of the WOWDB any money or other thing of value, including any special consideration, either directly or indirectly, in seeking to procure this contract(s).
- That, unless otherwise required by law, the prices quoted in this proposal have not been and will not be knowingly disclosed by Proposer until after proposals are opened.
- I understand that this proposal represents a legal offer to provide the services herein described, at the prices stated herein. This proposal is binding for a period of 60 days from the date submitted.
- That, by signing and submitting this proposal, the proposer agrees to each of the certifications contained in this proposal.

\_\_\_\_\_  
Signature of Proposers Representative

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Name of Proposer

Notary:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed Name of Notary Public

SEAL

My Commission Expires \_\_\_\_\_/\_\_\_\_\_