

# REQUEST FOR PROPOSAL



**Proposals Request for**

**Workforce Innovation and Opportunity Act – Title I**

**One Stop Operator  
(Workforce System Coordinator)**

Issued By:

Central Oklahoma Workforce Investment Board  
3813 N. Santa Fe, Suite 135  
Oklahoma City, OK 73118

**Release Date: July 12, 2024**

**Due Date for Proposals: August 19, 2024 3:00PM CDST**

**Contract Period**

*October 1, 2024 through September 30, 2025 with options to renew*

**Funded by**

*The Workforce Innovation and Opportunity Act – Title I*



“Equal Opportunity Employment/Program. Auxiliary aids and services are available upon request to individuals with disabilities”.  
This document is funded in whole or in part by funds received from the US Department of Labor as administered by Oklahoma  
Employment Security Commission

**BABEL NOTICE: (29CFR 38.9(g)(3))**

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Northeast Workforce Development Board  
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Or,

EO Officer  
Oklahoma Employment Security Commission  
PO Box 52003  
Oklahoma City, OK 73152-2003  
TTY 711 or 800.722.0353  
Email: [eoofficer@oesc.ok.gov](mailto:eoofficer@oesc.ok.gov)

To enable telephone conversation between people with speech or hearing loss and people without speech or hearing loss please call Oklahoma Relay at 711(<http://www.oklahomarelay.com/711.html>) or TDD/TTY: 800-722-0353

No individual in the United States may, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and trainees only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

**SECTION 1. INTRODUCTION AND SCHEDULE**

The Northeast Workforce Development Board (NEWDB) is soliciting proposals to identify a visionary and inspirational leader to serve as the One Stop Operator/Workforce System Coordinator for the Northeast Workforce Development System. The Board is seeking a goal-driven, highly professional leader to coordinate service delivery of required partners and service providers. The Operator/Coordinator will have functional management, compliance and oversight of Oklahoma Works American Job Centers and Services and be responsible for the coordination of the delivery of Workforce Services within the Oklahoma Works system throughout the entire Northeast Workforce Development Area.

Throughout this document the role of the One Stop Operator/Workforce System Coordinator may be referred to as the Operator/Coordinator.

Request for Proposals (RFP) Schedule

Proposal Issue Date	July 12, 2024
Final Submission of Technical Questions	July 26, 2024 by 3:00 PM CDST
Deadline for Receipt of Completed Proposals	August 19, 2024 by 3:00 PM CDST
Public Opening of Sealed Bids	August 19, 2024 by 3:30 PM CDST
Review and Negotiations with Approved Bidders	August 26- September 16, 2024
Contract Written By	September 20, 2024
Contract Performance Begins	October 1, 2024
Contract Performance Ends	September 30, 2025

*Note: The deadline shown above is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered.*

The Proposal should be delivered or mailed to:

**Central Oklahoma Workforce Investment Board**

Attn: Ashley Sellers  
3813 N. Santa Fe Suite 135  
Oklahoma City, OK 73118

## **SECTION 2. BACKGROUND AND GOVERNANCE**

The Northeast Workforce Development Area is comprised of seven counties: Craig, Delaware, Mayes, Nowata, Ottawa, Rogers, and Washington. The Northeast Workforce Development Board, Inc. (NEWDB) is a community based, not-for-profit entity operated by a volunteer Board, appointed by the Chief Elected Officials, that is business-led by members representing the community and who have an interest in workforce and economic development issues. The Board's mission is to serve as the driver of social and economic change in northeast Oklahoma.

There are four Oklahoma Works American Job Centers located throughout the seven-county area that are funded by the Workforce Innovation and Opportunity Act (WIOA) from the U.S. Department of Labor. These centers provide a high quality, One Stop center system by continuing to align investments in workforce, education, and economic development to regional in-demand jobs. WIOA reinforces the partnerships and strategies necessary for One Stops to provide job seekers and workers with high-quality career services, education and training, and supportive services they need to get high wage, high growth jobs and stay employed, and to help businesses find skilled workers and access to other supports, including education and training for their current workforce. There are four core partners identified in WIOA with multiple other required partners. See Attachment D for complete list.

This Request for Proposal (RFP) is issued to procure a One Stop Operator/Workforce System Coordinator as a part of the local service delivery of the Workforce Innovation and Opportunity Act. All individuals, companies, agencies or other entities submitting proposals must be aware of the limitations stated in this section.

- The Central Oklahoma Workforce Innovation Board (COWIB), in receiving proposals, reserves the right to withdraw this proposal at any time prior to the signing of a contract. COWIB acting as an agent on behalf of the Northeast Workforce Development Board Inc. reserves the right to cancel or reissue this RFP in part or in its entirety.
- Proposals selected for review will be evaluated and may be negotiated. WDB reserves the right to fund all, some, or none of the proposals received. The actual amount of any contract that is written is subject to negotiation prior to the finalization of the contract. The proposals that are most advantageous to the Workforce Development Area in terms of both quality and cost will be recommended for contract negotiations.
- Proposers may be asked for clarifying statements or other data prior to or during the review and negotiation process. These statements or data will be requested only to clarify items already included in the proposal that was submitted. The statements or data provided by the proposer will be considered to be a part of the proposal.

Proposals will be evaluated by a team of evaluators. The team will consist of workforce development professionals chosen by the COWIB. The RFP Committee will make a recommendation to the NEWDB. The NEWDB will then make the final decision on the individual, organization, or entity to which a contract will be awarded.

The RFP Committee will only review proposals that include the services requested in this RFP. Proposers may include additional services as a part of the proposal, but the proposal must, at a minimum, contain the services that are specifically shown.

The proposals that are received will be made available, upon request, to the public. However, the proposals will be made available only after NEWDB has made the award to a proposer and the protest period has begun.

The NEWDB has established a process to resolve any protests, disputes, claims, or grievances that may arise from this procurement process. This procedure gives a proposer an opportunity to protest the award and provides for a review of the process and a determination to be issued by the individuals conducting the review. The notice of award and notice of the protest process will be provided at the time proposers are notified of the outcome of their proposal. This notice will be provided to each proposer within 10 days of the date of award of a contract and may be provided via e-mail, direct contact by telephone, or by regular mail. The protest process will provide for a minimum of 10 days for a proposer to submit a protest. The notice of the protest process will provide information on the name and contact information of the individual to whom the protest must be submitted.

This RFP contains a proposal format that **must** be followed. The signature page must be completed, signed, and notarized or the proposal will not be accepted for review. Submitting the proposal will constitute a legal, binding offer for a period of not less than 120 days from the date of the submitting of the proposal.

Proposers shall not offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the NEWDB, Local Elected Officials, RFP Committee or other organization for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.

Modifications to proposals that have been submitted will be accepted only under these guidelines. (1) The original proposal that was submitted must be withdrawn. The proposer must provide a written request to withdraw the original proposal; and (2) A completely new proposal must then be submitted. No changes may be made to the proposal subsequent to the deadline date.

Pre-contract costs and the costs of preparing this proposal are not allowable costs and cannot be included in the proposal budget nor in any resulting contract budget. The proposed budget should not exceed **\$81,662.50**.

Proposers should be aware that funding for WIOA programs is always subject to availability and other conditions. Funding for future periods may be changed significantly if appropriations for WIOA programs change or if demographics change within the State or local workforce development area.

No employee, officer, or agent of the Fiscal Agent, NEWDB, Chief Elected Officials, RFP Committee, or other organization shall participate in the selection, award, of a contract supported by WIOA funds if a conflict of interest, or potential conflict, would be involved.

Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposers bid to be rejected.

The COWIB and/or NEWDB reserves the right to contact any individual, agency, employer, or grantees listed in a proposal, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications, and to request additional information from any and all proposers. The NEWDB also reserves the right to conduct a review of records, systems and procedures, including credit and criminal background checks, of any entity selected for funding. This may occur either before or after the award of a contract or agreement. Misrepresentation of the proposer's ability to perform as stated in the proposal may result in cancellation of any contract or agreement awarded.

The contractor will be monitored. Monitors, auditors or reviewers from State and/or Federal agencies may monitor or audit the contractor and must be provided access to all records and documents associated with the performance of this contract.

The contractor that is selected through this RFP is expected to be familiar with the WIOA, WIOA Regulations, as well as State Regulations and applying them in developing the response to the RFP. The NEWDB will, after the contract has been awarded, provide technical assistance to the contractor.

### **Eligible Applicants**

An individual or entity (public, private, or nonprofit), or consortium of entities (including consortium of entities that, at a minimum, includes 3 or more of the One Stop partners described in subsection (b)(1), of demonstrated effectiveness, located in the local area, which may include:

- An institution of higher education;
- An employment service State agency established under the Wagner-Peyser Act on behalf of the local office of the agency;
- A community-based organization, nonprofit organization, or intermediary;
- A private-for-profit entity
- A government agency; and
- Another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization.

EXCEPTION: Elementary schools and secondary schools shall not be eligible for designation or certification as One Stop Operators, except that nontraditional public secondary schools and area career and technical education schools may be eligible for such designation or certification.

All One Stop Operators, including for-profits, nonprofits, educational organizations, and State or Local governments are considered sub-recipients and must adhere to 2 CFR part 200 and 2 CFR part 2900.

### **SECTION 3. STATEMENT OF WORK – ONE STOP OPERATOR/WORKFORCE SYSTEM COORDINATOR**

The basic role of the One Stop Operator/Workforce System Coordinator is to coordinate the service delivery of participating One Stop partners in the Northeast Workforce Development Area. Additionally, the Operator/ Workforce System Coordinator must:

- Disclose any potential conflicts of interest arising from the relationships of the One Stop Operators with particular training service providers or other service providers, including but not limited to, career services providers.
- In coordinating services and serving as a One Stop Operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services.
- One Stop Operators may not perform the following functions: convene system stakeholders to assist in the development of the local plan; prepare and submit local plans (as required under WIOA sec. 107); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for One Stop Operators; select or terminate One Stop operators, career service providers, and youth providers; negotiate local performance accountability measures; or develop and submit budgets for activities of the NEWDB.

It is the responsibility of NEWDB as the administrative entity to provide oversight of the operations of the workforce system in the Northeast Workforce Development Area. The Board is firmly committed to ensuring that the Oklahoma Works American Job Centers provide career services equitably to all customers. The Operator/Coordinator works with all partners located in the Oklahoma Works American Job Centers to form solutions. Workforce services are integrated into the framework of the workforce delivery system and are provided through partner agencies under other funding resources. Staff and funding for these services is provided by system partners and will be functionally supervised by the Operator/Coordinator. The Operator/Coordinator is responsible for ensuring seamless service delivery from all partners. The Operator/Coordinator assumes functional management, compliance and oversight of Oklahoma Works American Job Centers and services; and coordination of the delivery of workforce services within the Oklahoma Works system throughout the entire NEWDB area. The contractor will be working with NEWDB to develop new services for jobseeker customers to be included in the Product Box (see Attachment E).

By submitting a proposal an individual or entity agrees that if awarded the contract, the resulting contractor/sub-recipient will assume the duties of the One Stop Operator/Workforce System Coordinator for all the counties served by the Northeast Workforce Board.

The role of the One Stop Operator has been defined as: Functional management, compliance and oversight of Oklahoma Works centers and services; and Coordination of the delivery of Workforce services within the Oklahoma Works system throughout the local area.

The sub-recipient will employ a one One-Stop Operator Representative who will act as a “functional leader”. As such, they will have the authority to organize and supervise Partner staff, in order to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member’s employer of record. The One-Stop Operator at a minimum will

**A. Compliance**

1. Ensure NEWDB policy and procedure is followed.
2. Ensure compliance with WIOA, WIOA regulations, state and local policies, and the U. S. Department of Labor Statement 29 CFR 38 Implementation of Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act; Final Rule.
3. Partner with NEWDB on building a resource allocation model based on work being performed at each Center and the capacity at each Center. This will include establishing a return-on-investment model to help guide the NEWDB in the placement of resources where they can be the most effective and efficient.
4. Coordinate the provision of services to eliminate or minimize duplication.
5. Ensure One Stop partners are utilizing the common intake, case management, referral process and client tracking systems appropriately.
6. Strive to reach 100% of the state negotiated performance indicators. In the event local performance falls below the negotiated measures, the Operator will work with the NEWDB to implement a Corrective Action Plan.
7. The Operator shall prepare and present ad hoc reports on performance and service delivery as requested by the NEWDB.
8. Oversee implementation of the strategic objectives of the NEWDB.

In the event of a conflict between such laws and regulations and the terms of this agreement, precedence will be given to the laws and regulations.

**B. Management**

1. Management of the day-to-day operations of the Oklahoma Works American Job Centers. Manage and coordinate Partner responsibilities, as defined in the MOU; manage hours of operation, coordinating daily work schedules and work flow based upon operational needs.
2. Manage and ensure system-wide standards are established and maintained, identify issues that need to be addressed that have to do with service delivery, and resolve those issues. The Operator works with co-located as well as non-co-located partners to form a solution, but is empowered to make the final call when a decision cannot be reached or when timing to make a decision requires an immediate decision.
3. Provide operational oversight for all Comprehensive and Satellite American Job Centers



and establish an integrated service delivery system at each Center and ensure it supports all of the NEWDB's policies related to oversight and implementation of the American Job Center delivery system.

4. Coordinate Service Delivery among Core and Required Partners including physical and electronic sites.
5. Coordinate Oklahoma Works system performance measures and deliverables established by the NEWDB.
6. Provides reports to the NEWDB on: physical, programmatic and technology accessibility ensuring accommodations and accessibility for all.
7. Utilize the customer database system currently in operation in the Oklahoma Works American Job Center which allows One- Stop staff to track and report on customer usage of the One Stop and services. Use the system to track and report on customer activities as requested by the NEWDB and administrative entity.
8. The Operator is expected to ensure that the One Stop partners adhere to the MOU agreements and reporting procedures.
9. Identify system issues, address with partner agencies and escalate to the NEWDB, if necessary. System issues may include but are not limited to personnel issues with staff in each of the functional units, regardless of employer.
10. Ensure State requirements for Center Certification and Accessibility Standards are met and maintained.
11. Ensure staff are properly trained as required in TEGl 16-16 and by their formal leadership organizations and provided technical assistance if needed.

### **C. Community/ Partner Relations**

1. Convene meetings to build relationship among the partners, and facilitate conversations to streamline processes and create better efficiencies and effectiveness.
2. Implement quality and continuous improvement principles within the system.
3. Responsible for capacity building within the system and staff.
4. Promote Workforce programs and educate local community and faith-based organizations about the Workforce System.
5. Cooperate and collaborate with system partners to ensure safe, attractive, and functional Centers.
6. Oversee the determination of cost and resource Contract sharing, including equipment, among Partners and co-located organizations.

### **D. Business Services**

1. Develop, offer and deliver quality business services that assist specific businesses and industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy.
2. Address immediate and long-term skilled workforce needs of in demand industries and address critical skill gaps within and across industries.
3. Oversee the job posting information from businesses to the statewide employment

database and assist employers who prefer to enter data directly.

4. Direct center staff on the screening and recruiting of candidates for job openings for area employers.
5. Respond to employers' requests including providing interview space, job fairs, and other services offered by Oklahoma Works American Job Centers.
6. Coordinate with the Rapid Response (RR) Coordinator to align system partners local RR services for workers who have or will be dislocated from their jobs due to a business or plant closure, a major employer downsizing, or natural disasters.
7. Collaborate with system partners to facilitate and participate in special projects such as job fairs, business driven workshops, and be responsible for communicating employers' needs to the Oklahoma Works American Job Centers staff.
8. Incorporate an integrated and aligned business services strategy among one-stop center partners to present a unified voice for the one-stop center in its communications with employers.

#### **E. Jobseeker Services**

1. Ensure job seeking customers are served through an integrated, seamless process related to the various services/functions offered in order to reduce duplication of resources, minimize number of contacts, and streamline processes.
2. Verify that all customers have access to Oklahoma Works American Job Center services.
3. Research, identify, and report in writing to NEWDB any ADA compliance discrepancies for all customers at each Oklahoma Works American Job Center location.
4. Outreach and Recruitment of customers.
5. Collect, manage, aggregate and provide data to the NEWDB regarding customer and business client flow and service usage and all other matters important to the NEWDB at each of the Centers and will report to the NEWDB on no less than a quarterly basis.

### **SECTION 4. FUNDING AND PERFORMANCE PERIOD**

The following are examples of the contract provisions that could be included in the contract that will be developed as a result of this RFP. The exact text of the contract provision may differ slightly from the example shown.

**Contract Costs** - All costs that are approved in a contract must be reasonable and necessary to carry out the planned functions.

**Contract Type** – The Board will use a cost-reimbursement contract. The selected sub-recipient will be reimbursed for allowable actual service delivery costs on a monthly basis after submittal and approval of payment vouchers as instructed in the contract. The proposal will become a part of the contract.

For-profit entities that are operators are sub-recipients of a federal award and must adhere to the Uniform Guidance as well as DOL exceptions, including any requirements identified by DOL's exceptions, and this includes the provisions of audit and access to records requirements.

**Criminal History Reports** - The contract that results from this RFP may contain a requirement that the contractor provide a current (within the past 12 months) satisfactory OSBI criminal history report on all individuals working in any manner for the contractor if the individual will be providing services to workforce customers. The criminal history report shall be deemed to be satisfactory if it contains no history of criminal offences which would be considered crimes which present a danger to customers. These reports, if required, must be submitted to the NEWDB not less than 10 days prior to the scheduled beginning date of performance under the contract. If the reports are not submitted by that deadline, the contract will be declared to be void and no payments will be made to the contractor. The cost of the criminal history reports will be paid by the contractor and cannot be included in the contract costs.

**Contract Renewal and Extension** - The contract that results from this RFP may have a provision for extension. The terms and lengths of any extension will be established by the NEWDB and will be included in the contract provisions. All extensions must be documented in a modification to the contract. Each extension must be for not more than one year and a maximum of three extensions is permitted. Extensions will be contingent upon the contractor's successful performance.

**Early Terminations** - The contract that results from this RFP will have provisions for termination of the contract for failure to satisfactorily perform the tasks that are required. The contract that results from this RFP may also have provisions which allow the contract parties to cancel the contract at any time by providing advance notice to other contract parties. The contract will also provide for termination of the contract for lack of funds.

**Firewalls** - As specified and in conformity with 20 CFR 679.430 for demonstrating internal controls and preventing conflict of interest, contractors written standards of conduct must include a description of the use of firewalls to mitigate conflict of interest in circumstances including, but not limited to, situations where an entity acts in more than one role in the One Stop delivery system or performs more than one function in the procurement process.

The NEWDB has established effective firewalls to distinguish the roles and responsibilities for entities acting in more than one role in the One Stop delivery system. The NEWDB requires any entity serving more than one role in the One Stop delivery system to demonstrate it is in compliance with the following State and Federal Regulations:

- WIOA 107(h)
- WIOA CFR 20 679.430
- Relevant Office of Management and Budget (OMB) circulars
- Uniform Guidance
- State of Oklahoma Conflict of Interest Policy

Further, any entity serving in more than one role in the One Stop delivery system must also provide proper internal controls and firewalls to ensure that the entity, in its role as operator, does not conflict with its role of service provider. Any organization that has been selected by the NEWDB or otherwise designated to perform more than one function related to WIOA must develop a written plan that clarifies how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and conflict of interest policy. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within that single entity performing multiple functions. The plan must be agreed to by both the NEWDB and Chief Local Elected Official.

**Modifications** - The contract will have a provision for modifying the contract. Modifications may be necessary to incorporate changes required by Federal or State laws and policies. Additional modifications may be necessary to increase or decrease funds when circumstances that were not known or foreseeable at the time of procurement and which require re-negotiation of the contract and/or additional areas or counties join together requiring a larger service area.

**Assignment and Subcontracting** - A part of the proposal evaluation is based upon the previous experience of the proposer and its staff. The contract will contain a provision that prohibits subcontracting or assigning the work to be performed without the written permission of the NEWDB.

**Indemnification** – The contract will include an indemnification clause. The indemnification clause will state that the proposer (contractor) shall indemnify and hold harmless the State of Oklahoma, the U. S. Department of Labor, the Northeast Workforce Board, the Northeast Workforce Board officers, agents, and employees and the WIOA Local 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 (contractor) or any of its employees, agents, volunteers, subcontractors, or representatives.

**Dispute Resolution** - The contract will have a provision for dispute resolution. This provision will require the Contractor to use administrative processes and negotiation in attempting to resolve disputes arising from this contract. The contract will require the contractor to continue to provide services while the dispute process is ongoing.

**Audit Rights** – The contract will have a provision which will allow the Fiscal Agent, the state of Oklahoma, the U. S. Department of Labor, the Comptroller General of the United States, any of their duly authorized representatives, or others with statutory audit rights to perform audits after reasonable advance notice to the Contractor at any time during the contract period or within five (5) years from the date of final payment of this contract. At any time during normal business hours and as often as Fiscal Agent or any of the above parties may deem necessary, the Contractor shall make available to their duly authorized representatives for examination, all its

records with respect to all matters covered by this contract. The Fiscal Agent, the State of Oklahoma, the U. S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives shall have authority to audit, examine, and make excerpts or transcripts from, any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract, including all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this contract as required by parts of the OMB Uniform Guidance 200.501-200.521.

**Access to Records and Records Retention** - The contract will have a provision relating to Records Retention. That provision will require the Contractor to maintain all records pertinent to this contract, including financial, statistical, property, participant records, and supporting documentation. These records shall be preserved and made available to the Fiscal Agent and its agents for a period of five (5) years after the date of final closeout of this contract. However, in the event of an audit, records shall be kept by the Contractor for 3 years past any audit or monitoring resolution even if the period is longer than 5 years. If the Contractor is unable to retain the necessary participant and financial records for the required period, the Contractor shall transfer such records to Fiscal Agent. Such records shall be transmitted to Fiscal Agent for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage. Contract will be subject the provide access to records as required by the OMB Uniform Guidance parts 200.336-200.337, and 200.201 as applicable.

**Copyrights and Rights to Data** - The contract will have a provision relating to Copyrights and Data. That provision requires the Contractor to agree that the Oklahoma Office of Workforce Development, the State of Oklahoma, and the U. S. Department of Labor shall have unlimited rights to any data first produced or delivered under the contract.

**Pre-Agreement Cost Clause** - The contract will have a provision relating to Pre-Agreement Costs. That provision will state that in the event any signatures on the contract are made subsequent to the beginning date of the contract, allowable expenditures of funds between the beginning date of this contract and the actual signature date of the contract will be allowed for no more than 30 calendar days prior to the actual signature dates of the contract.

**De-obligations** - The contract that results from this RFP will contain clauses regarding availability of funds. Those clauses will allow the NEWDB to decrease or eliminate funding to the contractor if funding made available to the Northeast Workforce Development Board is not sufficient to allow for full payment of the contract.

**Price Adjustment** - The contract may have a provision relating to Price Adjustment. That provision will state that if the contract was negotiated in reliance upon cost data supplied by the Contractor; the NEWDB, can adjust the price to exclude any significant sum by which the price was increased because the Contractor had submitted cost data in the original proposal which was not accurate, complete, or current.

**Insurance** - The contract that results from this RFP will have certain requirements for insurance. There is no requirement that proof of insurance be submitted with the proposal, but evidence of insurance must be provided upon request. The NEWDB requires insurance for contractors. Those requirements will be included in the contract. Those requirements may include general liability coverage, fire/theft insurance on property, insurance for motor vehicles used by employees of the contractor, workers compensation, and blanket bond coverage.

**EEO Requirements** – All electronic and information technology must meet the applicable accessibility standards of 36 C.F.R. § 1194 et seq. and Section 508 of the Rehabilitation Act of 1973, as amended. (29 U.S.C. § 794). Specifically, the following Section 508 technical standards may be applicable: " Software Applications and Operating Systems (36 C.F.R. § 1194.21)" Web-based Intranet and Internet Information and Applications (36 C.F.R. § 1194.22) " Video or Multimedia Products (36 C.F.R. § 1194.24). Contracts and RFPs must, at a minimum, state the level of compliance to each applicable regulatory section.

### **Nondiscrimination and Equal Opportunity Assurances**

The contract must comply with Section 188 of WIOA, which prohibits discrimination against all individuals in the United States 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, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and all other relevant regulations implementing the laws listed above. (29 CFR Part 38).

The contract also assure compliance with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the parties' operation of the WIOA Title I-financially assisted program or activity, and to all agreements to carry out the WIOA Title I-financially assisted programs or activities. The contractor understand that the United States has the right to seek judicial enforcement of this assurance.

The Contractor shall take Affirmative Action to ensure that qualified applicants from groups which have historically been denied equal opportunity for employment because of the above factors shall be provided access to and encouraged to participate in employment and training activities.

The Contractor agrees to develop and implement an Affirmative Action Plan or MOA (Methods of Administration) as a formal assurance and guide for compliance with EEO requirements.

**Participant Grievances** – The contract will include a provision that requires the Contractor to adopt procedures for hearing and resolving grievances and complaints arising out of this contract, in conformity with NEWDB's established policies.

The Contractor agrees that any customer grievances initiated as a result of this contract and left unsettled by Contractor's grievance procedures shall be received and resolved in accordance with NEWDB's Grievance Procedure. The Contractor shall abide by Final Determinations issued under NEWDB's grievance procedures. The proposer certifies that it will provide guidelines for client grievance procedures.

**Duplicate Funding** – The contract will have a provision requiring the Contractor to agree that any Contractor's costs which are already allocated to other sources may not be included in the cost of the contract. The Contractor must inform the NEWDB and/or the Fiscal Agent 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. The NEWDB must have the right to renegotiate the contract relative to the changed cost.

**Disciplinary Action** -Contractor shall notify the NEWDB as far in advance as possible of services, work or training related problems involving Northeast Workforce Development Area.

**Confidentiality Standards** -If disclosure of trainee records is requested by the public, current State of Oklahoma confidentiality standards and Title 5, USC 552, commonly known as "The Privacy Act", pertaining to records of partner programs, shall apply.

**Compliance with Law** – The contract will have a provision requiring the Contractor to maintain compliance as follows:

In rendering the performance hereunder, Contractor shall comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128, with the regulations promulgated hereunder, and with the following:

- Applicable Federal Laws, Regulations and OMB Uniformed Guidance
- State and Local Laws
- WIOA Policies
- The Northeast Workforce Board's Local WIOA Plan
- NEWDB Policies and Procedures as applicable
- U. S. Department of Labor Statement 29 CFR Part 38 Regarding the Non-Discrimination
- Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014.

In the event of a conflict between such laws and regulations and the terms of this agreement, precedence shall be given to the laws and regulations.

**Reporting** – In addition to completion of Attachment A (Projected Performance), the Contractor agrees to provide certain reports to the NEWDB and Local Elected Officials upon request.

The Contractor agrees to provide certain reports to the Board relating to the expenditures or performance of work under this contract. The Contractor specifically agrees to provide a monthly determination of expenditures classified so that the NEWDB can readily and accurately determine cost categories. The Contractor agrees to provide reports to the Workforce Board, Youth Committee, and Local Elected Officials regarding such items as the contract expenditures, expenditures compared to the budget, current progress toward meeting performance measures, audit reports, monitoring reports, participant counts and other reports that are determined to be necessary.

The contract that results from this RFP may have additional requirements that the contractor make regular presentations to the NEWDB, Local Elected Officials, or other similar groups. These reports may include information on customers, customer needs identified, services being provided for customers, employer needs, reports on progress that has been made on meeting the real time performance metrics, and similar types of information.

The Contractor will also be required to provide to the NEWDB any narrative, statistical, and financial reports related to the elements of the contract in the forms and at such times as required by the NEWDB.

**Program Income** - The contract will have a provision relating to Program Income. That provision will state that if the Contractor receives any program income as a result of activities funded under this contract, the income must be properly accounted for and cannot be spent without advance NEWDB approval. Program income must be accounted for according to the requirements of the applicable OMB Uniformed Guidance policies of the Oklahoma Office of Workforce Development, State of Oklahoma, and/or the WIOA and Regulations.

**Property/Capital Expenditures** - The contract may have a provision relating to Property/Capital Expenditures. That provision will state that the Contractor shall follow their normal procedures in purchasing, renting, or leasing any property described in the Project Budget. Procurement procedures must be in compliance with the policies of the State of Oklahoma for WIOA as outlined in the policy guidance provided by the State. The provision will stipulate that the property must be handled in accordance with the Property policies of the State of Oklahoma. No Property/Capital expenditures will be allowed without prior approval of NEWDB.

**Corrective Action** - The contract will have provisions describing processes relating to corrective actions. This provision will describe notices to the Contractor, corrective action steps, corrective action plans, timeframes, and similar provisions.

The contract that results from this RFP will have certain requirements for performance. The contract may require that the contractor submit reports of customers served, goals versus actual performance reports, WIOA performance reports, reviews made by other entities, or other information that is necessary for the NEWDB to evaluate the performance of the contractor. The contract will have provisions requiring minimum performance levels to be achieved before funding for remaining periods is available.



**Intangible Property** - The contract may have a provision relating to Intangible Property as addressed in OMB Uniform Guidance part 200.315. That provision will state that if products are produced under this contract to which a patent is granted, the patent rights shall belong to the NEWDB, the State of Oklahoma, or the U. S. Department of Labor. This provision shall not apply to products produced by the Contractor other than this contract and which are used in the performance of the work required by this contract.

**Recruitment of Customers** – The contract will have a provision concerning the recruitment of system customers the contractor will be responsible for.

**Disallowed Costs** - The contract that results from this RFP will have certain provisions regarding disallowed costs and audit/monitoring findings. The contract will have provisions that require the contractor to repay any expenditure that is found to be unallowable. The contract will have provisions requiring the contractor to remedy any deficiencies found in audits or monitoring reports prior to additional expenditures or additional receipts of funds.

**Contract Administration** - The contract that results from this RFP will have certain requirements for contract administration. The contractor will be required to comply with appropriate OMB Uniformed Guidance, State of Oklahoma policy guidance, and applicable local policy guidance from the NEWDB and/or the Fiscal Agent. The proposer must have the technical competence and expertise in management and administration to properly administer the contract.

**Contractor Self-Monitoring** - The contract that results from this RFP will have certain requirements for self-monitoring. The contractor(s) will be required to periodically conduct this self-monitoring to ensure compliance with WIOA and local policies, performance measures, and similar measures. The NEWDB may require the contractor to submit periodic reports on its self-monitoring efforts.

**Integrated Service Delivery** - The contract will have provisions regarding the provision of integrated services and/or services being delivered in a functional delivery system. Contractor will continue to develop and enhance the workforce development system by focusing on a fully coordinated and integrated service delivery model that is labor market driven and offers value added services to job seekers. This may require some service providers to provide some services that are traditionally delivered by other entities. The contractor will work with the system partners to ensure that all staff receive training regarding the partner services that are provided and ensuring appropriate delivery of services in accordance with all governing laws, statutes, regulations, guidance and policies.

**Other Contract Provisions** - The contract may have provisions which are not described in this RFP. Those provisions may be necessary due to changes in applicable laws or regulations, provisions added or changed to reflect negotiations made subsequent to the issuance of this RFP, requirements not known at the time of the issuance of this RFP, or other reasons.

## Integrated Delivery of Services and Information on the One Stop System

The Northeast Workforce Development Board has selected the following locations for Oklahoma Works Centers in their seven (7) county workforce area where multiple workforce development system partners are co-located. **In addition, other system partners offer services through other locations within the region. All system partner services should be coordinated to ensure an integrated system.**

### Locations of Workforce Centers and Delivery Methods

Center Location	Delivery System
Bartlesville	Oklahoma Works American Job Center is the Comprehensive Center delivering integrated services with One Stop Partners
Miami	Oklahoma Works American Job Center is a Specialized Center delivering integrated services with One Stop Partners.
Pryor	Oklahoma Works American Job Center is an Affiliate Center delivering integrated services with One Stop Partners.

## SECTION 5. TECHNICAL ASSISTANCE TO PROPOSERS

For questions about the RFP or NEWDB, please submit in via electronic mail no later than 3:00 P.M. CDST July 26, 2024 to:

Contact Name: Ashley Sellers  
Address: 3813 N. Santa Fe Suite 135  
Phone Number: 405.642.8924  
E-mail address: [ashleysellers@cowib.org](mailto:ashleysellers@cowib.org)

Answers to all submitted questions will be posted at [www.cowib.org](http://www.cowib.org)

Proposers must also be aware that there are certain policies and guidance that have been issued by the State Administrative Entity, the Oklahoma Employment Security Commission (OESC). Those policies and guidance are provided to the local workforce development areas in the form of Workforce System Directives (WSD) and also in the form of Technical Assistance. These guides are available to the public through the [Oklahoma Works](http://Oklahoma Works) website.

**Proposers should review the policies and memorandums that apply to WIOA programs as the Contractor chosen will be required to comply with those documents.**

Demographics and Labor Market Information specific to the Northeast Workforce Development Area are available through the [Oklahoma Works](http://Oklahoma Works) website.

## SECTION 6. BUDGET INFORMATION

Budget forms are provided in Attachment B of this RFP. Those forms are to be used to present the proposed budget. Only include a budget for the period October 1, 2024 through June 30, 2025. A new budget will be required at the time an extension is requested; budget may be negotiated.

The budget should be presented for the period of time that is shown in the Dates and Deadlines section of this RFP. The Budget Information Forms should be used and must be completed by detail line items. Multiple pages of these forms may be necessary. If multiple pages are used, please label them appropriately.

Proposers should include detail costs such as, but not limited to:

- Contractor Amount
- Travel Costs with detail trips
- Office Supplies
- Telephone/Communication

## SECTION 7. PROPOSAL EVALUATION CRITERIA

Proposals received subsequent to the deadline will not be reviewed and considered for funding. The signature page must be complete, signed, and notarized or the proposal will not be considered.

A proposal must receive at least 140 points to be considered. A proposal receiving less than 140 points will be considered to be unacceptable. The total maximum points that can be awarded are 200.

The following criteria will be used to evaluate all proposals. The evaluators will award some, all, or none of the points that are shown for each evaluation item.

<b>Evaluation Item</b>	<b>Range</b>	<b>Maximum Points</b>
<b>Format Completeness Experience (A)</b>	0 - 25	25
<b>Operator Duties (B)</b>	0 - 45	45
<b>Performance Measures (C)</b>	0 - 45	45
<b>Compliance and Quality Assurance (D)</b>	0 - 40	40
<b>Budgets (E)</b>	0 - 40	40
<b>Small, Minority, Women's and Labor Surplus</b>	5	5
<b>TOTALS</b>		200 MAX

## SECTION 8. PROPOSAL INSTRUCTIONS AND PROPOSAL OUTLINE

All responses must be sent as follows:

Mail **one (1) signed original, five (5) copies and one (1) electronic copy** to:

**Central Oklahoma Workforce Investment Board**

Attn: Ashley Sellers

3813 N. Santa Fe Suite 135

Oklahoma City, OK 73118

Email: [ashleysellers@cowib.org](mailto:ashleysellers@cowib.org)

One (1) signed original, five (5) paper copies and one (1) electronic copy must be submitted. The original and copies MUST be submitted in a sealed envelope with the **proposer's name** and the words: **Proposal for NEWDB Workforce Innovation and Opportunity Act One Stop Operator** written on the exterior of the envelope. Use only white letter sized paper in preparing your proposal. **One (1) electronic copy of an abstract must be Included with the proposal.**

Forms/Outline to Be Used by Proposers

This page is only for instructions and should not be included as a part of the completed proposal.

When completed, your proposal must be in the following sequence:

- The cover page
- The narrative sections (A-E)
- The Certifications and Signature sections (F)
- Projected Performance Form (Attachment A)
- Budget Information Forms (Attachment B)
- Additional Signed Certificates (Attachment C)
- Most recent audit report, monitoring reports and references

All pages must be numbered. The cover page must be page #1. Please check the formatting of the pages containing charts.

Proposers are required to submit their proposals using software that is completely compatible with Microsoft Office. Compatibility means NEWDB staff will NOT have to go through extra steps to view documents.

All proposals received will be recorded with the date and time of receipt. Proposals received after the deadline will not be accepted. The timely delivery of a proposal is entirely the responsibility of the Bidder. Proposals delivered after the due date or time, will be considered non-responsive.

Your completed proposal must be submitted to the location and within the time limits as shown in the RFP package.

## Cover Page

Proposal For: One Stop Operator

To: Northeast Workforce Development Board

### Proposer Information

Legal Name:

Address:

Date This Proposal Was Prepared:

Proposers Federal Tax Identification Number:

Total Budget of This Proposal: \_\_\_\_\_\$

**A. Proposers Contact Information and Experience (Page Limit – 3)**

1. The proposer should name a responsible person as the contact person. This individual must be familiar with the capabilities of the proposing organization, knowledge in contracting including financial budgets, and must have the authority to negotiate contractual issues on behalf of the proposer.
2. Include information on how long your organization has been in business and how long your organization has been providing services similar to those being proposed.
3. Include an organizational chart showing names and positions.

**B. Operator Duties (Page Limit – 6)**

1. Explain how the tasks and duties outlined under the One Stop Operator Statement of Work will be carried out.
2. Outline knowledge of the Northeast eco-systems and describe any experience developing career pathways and sector strategies.
3. If applicable, describe the methods that will be utilized to ensure the Operator is functioning as a neutral convener of workforce system partners and system goals. Provide clarifying statements that will demonstrate a firewall is in place to ensure compliance with 678.625. (NPRM Part II Department of Labor Employment and Training Administration 20 CFR Parts 676, 677, and 678)
4. Describe your philosophy on a customer centered approach to services.
5. Describe how the tasks and duties outlined under Business Services in the Statement of Work will be carried out.
6. Describe methods to ensure customer satisfaction and continuous quality improvement.
7. Describe your internal communication structure and strategy. Describe how goals, performance targets, policies, procedures, directives, program changes, and other information would be communicated to staff and partners.
8. Describe your self-monitoring systems and quality control procedures to ensure data integrity and compliance with all local, state, and federal policies, applicable laws, and regulations.

**C. WIOA and Contractual Performance Measures (Page Limit – 2)**

1. Prepare a narrative relating your understanding of each of the performance measures, including federal performance indicators.
2. Explain fully the steps you will take to assist the local workforce system in meeting the performance measures (contractual and common).
3. Describe successful performance history with workforce development programs.

**D. Compliance/Quality Assurance Experience (Page Limit – 4)**

1. Detail all experience relating to monitoring, auditing, reviewing of federal, state, or local laws and regulations.
2. Describe all experience reading, interpreting and following federal, state or local policy

and procedures.

3. Detail procedures that will be used to assure contracts, timesheets and other documents are accurate and compliant.

#### **E. Budgets. (Page Limit – 2) (Budget forms not included in page limit)**

Present a budget by line item using the Budget Information Forms. Proposers should refer to the Budget Information section of the RFP for additional information regarding budget content. This section should include the Budget Information Forms and the In-Kind Contributions Form.

#### **F. Certifications and Signature**

##### **Certificate Regarding Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

##### **Certificate Regarding Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

##### **Certificate Regarding Rights to Inventions Made Under a Contract of Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**Certificate Regarding Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**

Contracts and sub-awards grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Certificate Regarding Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Certificate Regarding Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**Certificate Regarding Audit and Access to Records**

Contract certifies that it will comply with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this sub-award as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201, as applicable.

**Certificate Regarding Conflict of Interest**

The Northeast Workforce Board, Inc., maintains a written code of conduct that governs the performance of its Board Members, employees, and agents engaged in the award and administration of contracts.

The proposer certifies that it is either not aware of any potential conflicts of interest between itself and the Northeast Workforce Board, Inc., or that if there is a potential conflict of interest between itself and the Northeast Workforce Board, Inc., the proposer shall declare this potential conflict of interest below:



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

The proposer certifies that it is in compliance with:

- Americans with Disabilities Act of 1990
- Age Discrimination Act of 1976
- Civil Rights Act of 1964
- Drug-Free Workplace Act of 1988
- Hatch Act, the Pro Children Act of 1994
- Title IX of the Education Amendments of 1972, 31 U.S.C. Section 1352, Public Law 105-78
- Section 504 of the Rehabilitation Act of 1973 (as amended)
- Single Audit Act of 1984, as applicable
- Executive Orders 11246 and 11375

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

The proposer certifies that it, if selected for a contract 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 WIOA. The proposer certifies that it will participate in the local integration plan and will fully participate in the integrated delivery of services that have been approved by the NEWDB.

### **Certification of Indemnification**

The proposer certifies that it is aware that an indemnification clause will be included in the contract 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 (contractor) shall indemnify and hold harmless the Northeast Workforce Board, Inc., the Northeast Workforce Board, Inc., officers, agents, and employees and the Northeast WIOA Local 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 (contractor) or any of its employees, agents, volunteers, subcontractors, or representatives.

### **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.

### **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 participants that are receiving WIOA services and have been registered as a WIOA client prior to the effective date of the contract arising from this RFP. The proposer certifies that services to those transitioned clients will not be interrupted.

**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 that will arise from this RFP will have the conditions, stipulations, and requirements that are stated in the RFP and that the contract will have other legal provisions that are standard and customary contract 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 proposals or proposers.
- That the Proposer has not paid, given or donated or promised to pay, give or donate to the NEWDB and/or Fiscal Agent or any officer or employee of the NEWDB and/or the Fiscal Agent any money or other thing of value, including any special consideration, either directly or indirectly, in seeking to procure this contract.
- That unless otherwise required by law, the prices quoted in this proposal have not been and will not be knowingly disclosed by the 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. The proposal is binding for a period of 60 days from the date submitted.
- That, by signing and submitting the proposal, the Proposer agrees to each of the certifications contained in this proposal.

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

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

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

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

\_\_\_\_\_  
Notary Public

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

SEAL

**Period of Performance – October 1, 2024 through September 30, 2025**

**Projected Performance – One Stop Operator**

<b>Projected <i>Cumulative</i> Levels</b>	<b>Ending 12/31/2024</b>	<b>Ending 3/31/2025</b>	<b>Ending 6/30/2025</b>	<b>Ending 9/30/2025</b>
<b>Conduct Partner Meeting throughout the Region</b>				
<b>Number of Customer Service Surveys</b>				
<b>American Job Center Cross Training</b>				
<b>New Efficiencies in Workforce Centers</b>				
<b>Business Contacts</b>				

Note: One Stop Operator performance measures will be evaluated annually to validate performance standards.

**NEWDB One Stop Operator Performance Measures**

**Partner Meetings**

In coordination with the NEWDB, the One Stop Operator must create a NEWDB-approved agenda and submit agenda from each partner meeting as validation.

**Customer Service**

In coordination with the NEWDB, the One Stop Operator must develop a process to ensure customer satisfaction through a survey process. Surveys must be collected, maintained and analyzed by the Operator.

**Cross Training**

In collaboration with the NEWDB, the One Stop Operator will ensure that American Job Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.

The One Stop Operator must create a NEWDB approved agenda and submit agenda from each Cross-Training Workshop/session as validation.

**New Efficiencies**

In coordination with the NEWDB, the One Stop Operator is responsible for implementing new efficiencies to enhance the customer (job seekers and business) experience and create a streamlined service delivery. These efficiencies will be reported on the monthly performance report.

**Business Contacts**

Twelve meaningful, in person contacts, with private sector business per quarter, to promote workforce programs and services, with emphasis on Work-Based Learning opportunities as evident through validation in OSL and/or quarterly tracking reports provided by the Service Provider with details showing specifics of the business contact.



## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

Primary Covered Transactions

Applicant Organization

This certification is required by the regulations implementing Executive Order 12549 and 12689, Debarment and Suspensions and 2 CFR Part 180—Grants and Agreements

- (1) The prospective subrecipient, (i.e., grantee) certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) 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;
  - (c) 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
  - (d) 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.
- (2) Where the prospective subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Signature

Date

---

Typed name and Title of Authorized Representative

## 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, Subpart F Drug-Free Workplace Act of 1998. The statute ([PL 100-690] P.L. 100-690, 102 Stat. 4181; Title V, Subtitle D, [41 USC 701] 41 U.S.C. 701 - 707); WIOA 683.200(d) Government-wide debarment and suspension, and government-wide drug-free workplace.

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 an ongoing drug-free awareness program to inform employees’ about—
  - 1. The dangers of drug abuse in the workplace;
  - 2. The grantee’s policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4. 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 in the Statement required by paragraph A. that, as a condition of employment under the grant, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph D.2., from an employee or otherwise receiving actual notice of such conviction Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless 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 calendar days of receiving notice under paragraph D.2., with respect to any employee who is so convicted –
  - 1. 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
  - 2. 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 paragraphs (A), (B), (C), (D), (E), and (F).

\_\_\_\_\_  
Name of Certifying Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 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:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed name and Title of Authorized Representative

### **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. Contractor further covenants that in the performance of this contract, no person having any such interest will be employed

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 contractors, or parties to sub agreements.

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Signature

Date

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Typed Name and Title of Authorized Representative



## **WIOA Core and Required Partners**

- WIOA Title I Adult, Dislocated Worker and Youth
- WIOA Title II Adult Education and Literacy Programs
- WIOA Title III Wagner Peyser
- WIOA Title IV Rehabilitation Acts Programs
- Temporary Assistance for Needy Families
- Older American Act Programs
- Job Corps
- Youth Build
- Perkins Post-Secondary Vocational Education Activities
- Trade Adjustment Assistance and NAFTA-TAA Programs
- Veterans Employment and Training
- Housing and Urban Development (HUD) ETA
- Unemployment Compensation Programs
- Second Chance Act Programs
- Community Service Block Grant ETA
- Indian and Native American Programs
- SNAP ETA
- Small Business Administration ETA
- National Farmworkers Jobs

**These Products May be Delivered Directly by One Stop Staff or by Referral Process.**

**Orientation/Informational**

- Labor Market Information
- Supportive Service Information
- Unemployment Insurance (UI) Information
- Self Service/Job Referral
- Occupational Demand Information
- Financial Aide Information
- Follow Up Services
- Training Provider Information
- Initial Skills Assessment (OKCIS)
- Veterans Service Information
- Career Consultation
- Youth Services
- Dislocated Worker Information
- Educational Opportunities
- English as a Second Language (ESL)

Talent Improvement (Short-Term Pre-Vocational) – Skills Improvement

- Job Readiness /Soft Skill/ Life Skills /DVD and Workbook
- High School Equivalency Preparation
- Mousearobics [www.pbclibrary.org/mousing/mousercise.htm](http://www.pbclibrary.org/mousing/mousercise.htm)
- Microsoft Tutorials (<http://www.microsoft.com/education/tutorials.msp>)
- Online Talent Improvement [www.gcflearnfree.org](http://www.gcflearnfree.org)
- High School Equivalency (HSE) Preparation (TASC, GED, or HiSet)

**Job Search Skills**

- Interviewing Preparation
- Resumes and Application
- Job Search Overview
- Customized Resume Assistance
- Customized Labor Market Information
- Job Referrals

## **Occupational Training /Credentialing Opportunities /Skill Development Lab Opportunities**

- Occupational Training
- OJT/Customized Training Opportunities
- Individual Training Account (ITA)
- Individual Employment Plan
- Case Management
- Supportive Services
- Paid Pre-Vocational/ Pre-Vocational
- Comprehensive Assessment
- Individual Career Management
- Career Planning
- Proficiency Testing
- Basic Skills Assessment
- Distance Learning

## **Employer Based Services**

- Job Fairs
- Employer Application Management
- Rapid Response
- Mass Hiring Events
- Job Order Management
- WOTC Tax Credit
- Federal Bonding
- Pre-employment Skills Assessment

