

## REQUEST FOR PROPOSAL



### Request for Proposals

RFP-20-EWB-02

## Workforce Innovation and Opportunity Act One Stop Operator

Issued By:

Eastern Workforce Investment Board, Inc. (EWB)  
215 State Street, Suite 400  
Muskogee, OK 74401

**Release Date: February 25, 2020**

**Due Date for Proposals: March 31, 2020 4pm CST**

### Contract Period

*July 1, 2020 through June 30, 2021 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 Office of Workforce Development



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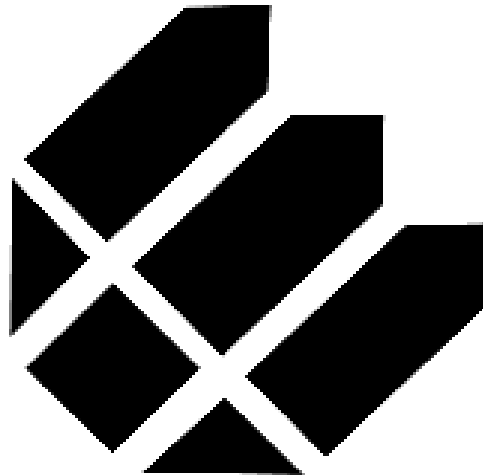
**BABEL NOTICE:** (29CFR 38.9(g)(3)): This document contains vital service information. If English is not your preferred language, please contact:

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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.



**EASTERN**

## SECTION 1. INTRODUCTION AND SCHEDULE

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

### Request for Proposals (RFP) Schedule

Proposal Issue Date:	February 25, 2020
Final Submission of Technical Questions :	March 13, 2020
Response to Technical Questions:	March 16-20, 2020
Deadline for Receipt of Completed Proposals:	March 31, 2020 4:00 PM CDST
Review of Submitted Proposals Completed by:	April 10, 2020
Selection of Approved Bidder by:	April 24, 2020
Negotiations with Approved Bidder Completed by:	May 15, 2020
Contract Approved by EWB Board	May 18, 2020
Contracts Awarded	June 1, 2020
Contract Performance Begins	July 1, 2020
Contract Performance Ends	June 30, 2021

*Note: The deadline shown above (March 31, 2020) 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.*

***Jerri Schoats-Stoutermire Ed.D., Eastern Workforce Investment Board, Inc., Executive Director***

**215 State Street, Suite 400  
Muskogee, Oklahoma 74401  
Office Hours 8:00 A.M to 4:30 P.M. M-F**

## SECTION 2. BACKGROUND AND GOVERNANCE

The Eastern Workforce Development Area is comprised of 7 counties: Adair, Cherokee, McIntosh, Muskogee, Okmulgee, Sequoyah and Wagoner. The Eastern Workforce Investment Board, Inc. (EWB) is a community based not-for-profit entity operated by a volunteer Board 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 implement a strategic process that aligns workforce with economic development in partnership with the community to maximize opportunities and address needs.

There are One-Stop Career Centers located throughout the 7-county region 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 good 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 C for complete list.

This Request for Proposal (RFP) is issued to procure one-stop operator/system operator as a part of the local service delivery of the Workforce Innovation and Opportunity Act. EWB is acting as the fiscal agent for the Eastern Workforce Investment Board, Inc. and issues this RFP for procurement of a onestop operator. All individuals, companies, agencies or other entities submitting proposals must be aware of the limitations stated in this section.

- EWB, in receiving proposals, reserves the right to withdraw this proposal at any time prior to the signing of a contract. The Eastern Workforce Investment 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. EWB 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 Committee comprised of Eastern Workforce Board and System Partners. The evaluation committee will make a recommendation to the EWB

Executive Committee. The EWB will then make the final decision on the individual, organization, or entity to which a contract will be awarded.

The evaluation team 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 EWB has made the award to a proposer and the protest period has begun.

The Eastern Workforce Investment Board, Inc. has established a procedure to resolve any protests, disputes, claims, or grievances that may arise from this procurement process. A copy of this procedure will be made available to any proposer upon request. 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. All data shown on the outline must be fully explained. 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 EWB, Local Elected Officials, One-Stop Oversight 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 complete, 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.

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, EWB, Local Elected Officials, One Stop Proposal 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 EWB and/or EWB Fiscal Agent 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 EWB 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 by EWB staff. Other monitors, auditors or reviewers from State and/or Federal agencies may also 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 and WIOA Regulations and applying them in developing the response to the RFP. The EWB 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.

### SECTION 3. STATEMENT OF WORK – ONE STOP OPERATOR

It is the responsibility of EWB as the administrative entity and fiscal agent to provide oversight of the operation of the workforce system in the Eastern Region. The Board is firmly committed to ensuring that the Oklahoma Works Centers provide universal career services equitably to all customers. By submitting a proposal an individual or entity agrees that if awarded the contract, the resulting contractor will assume the duties of the One Stop Operator/System Operator for all the counties served by the Eastern Workforce Investment Board, Inc.

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 entire region.

#### **A. Compliance**

1. Ensure EWB 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. Coordinate the provision of services to eliminate or minimize duplication
4. Ensure One Stop partners are utilizing the common intake, case management, referral process and client tracking systems appropriately.

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. Oversight of the Management of the day-to-day operations of the Oklahoma Works centers and access;
2. Coordinate Service Delivery among Core and Required Partners including physical and electronic sites;
3. Coordinate Oklahoma Works system performance measures and deliverables established by the EWB;
4. Bi-Annually report physical, programmatic and technology accessibility ensuring accommodations and accessibility for all;
5. Serve as the Accessibility Compliance Representative (ACR) to comply with Oklahoma Works Access for All Certification.

6. Administer the customer database system currently in operation at the One Stop which allows One Stop staff to track and report on customer usage of the One Stop and services. Provider will use the system to track and report on customer activities as requested by the EWB and administrative entity. To the extent possible, Provider will attempt to minimize duplication created by the presence of two database systems by moving toward a more unified, simplified tracking methodology with direction from the EWB and with input from the state and the administrative entity;
7. Maintain Customer Satisfaction Surveys with centers.
8. Coordinate and recommend training to benefit all system partners.
9. Contractor is expected to ensure that the one-stop partners adhere to the MOU agreements and reporting procedures.

#### C. Community/ Partner Relations

1. Establish and maintain key relationships with workforce system partners
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. Convene quarterly meetings of the One Stop Partners
6. Conduct Quarterly updates and Provide Quarterly Reports to the EWB.

#### D. Business Services. One Stop Operator will collaborate with the Business and Industry Services Coordinator to;

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
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 staff

#### 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. Develop and facilitate processes to ensure all customers have access to Oklahoma Works services.
3. Research, identify, and report in writing to EWB any ADA compliance discrepancies for all customers at each Oklahoma Works location
4. Outreach and Recruitment of customers

#### SECTION 4. FUNDING AND PERFORMANCE PERIOD

The following are examples of the contract provisions that will 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 successful proposer will be offered a fixed price with possible performance incentive. The successful proposer(s) will be a contractor of the Eastern Workforce Investment Board, Inc. The contractor chosen will be paid on a monthly basis.

**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) and 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 WIOA Fiscal Agent 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 EWB 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 two 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.

**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 EWB.

**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 Eastern Workforce Investment Board, Inc., the Eastern Workforce Investment Board, Inc. 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 to 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 Fiscal Agent to decrease or eliminate funding to the contractor if funding made available to the Eastern Workforce Development Area 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 Fiscal Agent, with approval from EWB, 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 EWB has a policy regarding insurance that is required of it and 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 EWB'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 EWB's Grievance Procedure. The Contractor shall abide by Final Determinations issued under EWB's 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 EWB 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 EWB must have the right to renegotiate the contract relative to the changed cost.

**Disciplinary Action**

Contractor shall notify the appropriate EWB office as far in advance as possible of services, work or training related problems involving Eastern 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 Eastern Workforce Investment Board, Inc.’s Local WIOA Plan
- EWB Policies and Procedures as applicable
- U. S. Department of Labor Statement 29 CFR 37.20 Regarding 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 EWB, System Partners and Local Elected Officials upon request.

The contract that results from this RFP may have additional requirements that the contractor make regular presentations to the EWB, System Partners, 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.

**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 EWB 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 EWB.

**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 EWB 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 EWB, 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 EWB 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 EWB 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, statues, 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 Eastern Workforce Investment Board, Inc. 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 Method**

Center Location	Delivery System
Eufaula	Oklahoma Works office location offering career services
<b>Muskogee</b>	Oklahoma Works American Job Center affiliate location delivering integrated services with other One-Stop Partners.
<b>Okmulgee</b>	Oklahoma Works American Job Center comprehensive center delivering integrated services with multiple One-Stop Partners.
Sallisaw	Oklahoma Works office location offering career services
Stilwell	Oklahoma Works office location offering career services
<b>Tahlequah</b>	Oklahoma Works American Job Center affiliate location delivering integrated services with other One-Stop Partners.
Wagoner	Oklahoma Works office location offering career services

**6. Technical Assistance to Proposers**

For questions about the RFP or EWB, please submit any questions in writing via electronic mail no later than 5:00pm CDST March 13, 2020 to:

Contact Name: Jerri Schoats-Stoutermire Ed.D.  
 Address: 215 State Street, Suite 400  
 Muskogee, Oklahoma 74401  
 Phone Number: 918-683-8553  
 E-mail address: [jstoutermire@easternwib.org](mailto:jstoutermire@easternwib.org)

Answers to all submitted questions will be provided to all bidders via email correspondence.

Proposers must also be aware that there are certain policies and guidance that have been issued by the State Administrative Entity, the Oklahoma Office of Workforce Development or previous guidance from Oklahoma Employment Security Commission (OESC). Those policies and guidance are provided to the local workforce development areas in the form of Oklahoma Workforce Development Issuances (OWDI) or previously issued guidance from Oklahoma Employment and Training Issuances (OETI) and also in the form of Memorandums. These guides are available to the public through the Oklahoma Works website at <https://okjobmatch.com/ada/r/>.

**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 Eastern Workforce Development Area are available through the websites of the Office of Workforce Development <http://www.oklahomaworks.gov>, Oklahoma Department of Commerce [www.OKcommerce.gov](http://www.OKcommerce.gov), Oklahoma Employment Security Commission: <https://www.ok.gov/oesc/>. Labor market information specific to this workforce development area is available.

Questions via e-mail should be submitted to: [jstoutermire@eastrnwib.org](mailto:jstoutermire@eastrnwib.org)

## **7. Budget Information**

Budget forms are provided in Section 9 (Attachment B) of this RFP. Those forms are to be used to present your proposed budget. Only include a budget for the period July 1, 2020 through June 30, 2021. 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
- Staff Travel/Training with detail trips
- Office Supplies
- Dues/Fees
- Postage/Freight
- Telephone/Communication
- Staff Salaries
- Staff Fringe Benefits
- Payroll Taxes
- Unemployment Insurance
- Workers Compensation
- Health Insurance
- Retirement

## 8. 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 (A)</b>	0-10	10
<b>Proposers Contact Information &amp; Experience (B)</b>	0-50	50
<b>Operator Duties (C)</b>	0-80	80
<b>Performance Measures (D)</b>	0-30	30
<b>Budgets (E)</b>	0-30	30
<b>Maximum Total Points</b>	0-200	200
<b>Small, Minority, Women's and Labor Surplus</b>	+5	

**\*Small, Minority, Women's and Labor Surplus businesses will receive an additional 5 points**

All responses must be sent as follows:

Mail one (1) signed original and six (6) copies to:

Eastern Workforce Investment Board, Inc.  
215 State Street  
Suite 400  
Muskogee, OK 74401  
Email: [jstoutermire@easternwib.org](mailto:jstoutermire@easternwib.org)

## 9. Proposal Instructions and Proposal Outline

One (1) signed original, and six (6) paper copies must be submitted. The original and copies **MUST** be submitted in a **sealed** envelope with the **proposer's name** and the words: **Proposal for EWB Workforce Innovation and Opportunity One Stop Operator** written on the exterior of the envelope. Use only white letter sized paper in preparing your 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 section

Budget Information Forms (Attachment B) Projected Performance Form (Attachment A)

Most recent audit report & monitoring reports

All pages must be numbered. The cover page must be page #1. Please check the formatting of the pages containing charts. Each of those pages should fit on a single page.

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

Cover Page

# **Proposal For: Workforce Innovation and Opportunity Act One Stop Operator**

To: Eastern Workforce Investment Board, Inc.  
215 State Street  
Suite 400  
Muskogee, OK 74401

## Proposer Information

Legal Name:

Address:

Name and Title of Contact Person:

Date This Proposal Was Prepared:

Proposers Federal Tax Identification Number:

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

**A. Format and completeness of the overall proposal. Required forms attached.**

A Cover page showing only the words “Workforce Innovation and Opportunity Act One Stop Operator”, proposer organization name, address, telephone number, e-mail address, date the proposal was prepared, contact person and title, and the proposer’s federal identification number.

The contact person listed should be familiar with the capabilities of the proposing organization, knowledge in contracting, including financial budgets and should have the authority to negotiate contractual issues on behalf of the proposer.

All proposals should be prepared with a minimum, font size of 11 point. Each page must be consecutively numbered with page one (1) on the title page. Proposals must fit on an 8 ½ by 11 inch page with margins at a minimum of .5 inches.

Proposal Submitted should follow the prescribed format and all forms should be satisfactorily completed.

**B. Proposers Contact Information and Experience**

(Page Limit – 2)

1. Include the full name, title, address, telephone numbers, fax numbers, e-mail addresses, etc.
2. Include a description of the individuals or entities workforce development past experience.
3. Include data on how long your organization has been in business and how long your organization has been providing services similar to those being proposed.
4. Include organizational chart showing names and positions.
5. Include a description of the entity type and the principal functions which are performed by the proposer entity.

**C. Operator Duties**

(Page Limit – 10)

1. Explain how the tasks and duties outlined under the One Stop Operator Statement of Work will be carried out.
2. 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)

3. Outline knowledge of the Eastern eco-systems and describe any experience developing career pathways and sector strategies.
4. Detail plans for convening Partners for quarterly meetings
5. Explain the plan for ensuring that employer's needs for talent are met in a timely and professional manner.
6. Outline knowledge of the core and mandated partners of WIOA and detail how you will unite Oklahoma Works partners in an integrated job seeker and business service strategy.
7. Describe your organization's experience with functionally supervising staff who are employed by another organization.
8. Describe experience identifying any implementing collaborative strategies with any mandated partners that demonstrate a seamless referral system and coordinated service delivery (to ensure services are not duplicated).
9. Outline strategies for providing excellent customer service to job seekers customers as well as measuring customer satisfaction.

**D. WIOA Performance Measures.** (Page Limit – 3)

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

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

Present a program 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.

## **Certifications and Signatures**

### **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 Eastern Workforce Investment 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 Eastern Workforce Investment Board, Inc., or that if there is a potential conflict of interest between itself and the Eastern Workforce Investment 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 10578
- Section 504 of the Rehabilitation Act of 1973 (as amended)
- Single Audit Act of 1984, as applicable
- Executive Orders 11246 and 11375

The proposer certifies that it will provide guidelines for client grievance procedures.

### **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 EWB.

### **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 Eastern Workforce Investment Board, Inc., the Eastern Workforce Investment Board, Inc., officers, agents, and employees and the Eastern 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 the number of proposals or proposers.
- That the Proposer has not paid, given or donated or promised to pay, give or donate to the EWB and/or the Fiscal Agent or any officer or employee of the EWB 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 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

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

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

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

## ATTACHMENT A

**Period of Performance – July 1, 2020 through June 30, 2021**

### **Projected Performance – One Stop Operator**

\*These Numbers are projected estimates only and EWB reserves the right to modify them at the time of contract negotiations.

<b>Projected <i>Cumulative</i> Levels</b>	<b>Ending 9/30/20</b>	<b>Ending 12/31/20</b>	<b>Ending 3/31/21</b>	<b>Ending 6/30/21</b>
<b>Conduct Partner Meeting throughout the Region</b>				
<b>Number of Customer Service Surveys</b>				
<b>American Job Center Visits</b>				
<b>American Job Center Cross Training Sessions</b>				
<b>American Job Center Service Presentations</b>				
<b>Develop New Partnerships</b>				
<b>New Efficiencies in Workforce Centers</b>				
<b>Maintain Effective Working Relationships with Partners</b>				
<b>Increase and Improve Services to Business</b>				

Note: One-Stop Performance Measures will be evaluated by the EWB staff at the close of each quarter to determine if each measure has been met.



**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.

\_\_\_\_\_  
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, section 98.305, section 98.320 and Subpart F, as amended in Volume 60 of the Federal Register on June 26, 1995 at 29 CFR section 98.600.

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).

---

Signature

Date

---

Typed name and Title of Authorized Representative

## **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:

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

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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 nor accept gratuities, favors or anything of monetary value from contractors, or parties to sub agreements.

---

Signature

Date

---

Typed Name and Title of Authorized Representative

## **ATTACHMENT C**

### **Oklahoma Works American Job Centers offer or refer;**

- 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

## **ATTACHMENT D**

### **Eastern Workforce One-Stop Center's Product Box**

**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
- 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
- High School Equivalency Preparation
- High School Equivalency Education and Training
- Career Pathways Development Assistance
- Skills Assessments
- 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-Voc/ Pre-Voc
- Comprehensive Assessment
- Individual Career Management
- Career Planning
- Proficiency Testing
- Basic Skills Assessment
- Distance Learning
- Work Based Learning

### Employer Based Services

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