

REQUEST FOR PROPOSAL



Request for Proposals

RFP-20-EWB-01

Workforce Innovation and Opportunity Act - Title I Integrated Services for Adults, Dislocated Worker & Youth Programs

Issued By:

Eastern Workforce Investment Board, Inc.
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



A proud partner of the *americanjobcenter* network

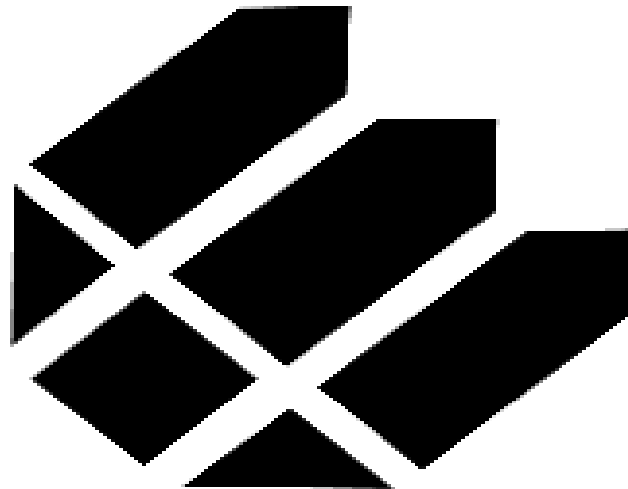
BABEL NOTICE: (29CFR 38.9(g)(3)): This document contains vital service information. If English is not your preferred language, please contact:

Eastern Workforce Investment Board, Inc. or,
Michael Branan, E.O. Officer
215 State St, Suite 400
Muskogee, OK 74401
Office: 918.683.8553
Email: mbranan@easternwib.org

State Equal Opportunity Officer
Oklahoma Office of Workforce Development
Ferris Barger
900 N Portland Avenue
Oklahoma City, OK 73107
Office: 405.945.9184
Email: eoofficer@okcommerce.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.



EASTERN

Section 1. Dates and Deadlines

The time line shown below is an estimated schedule of the RFP process.

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. Proposal Information

This Request for Proposal (RFP) is issued to procure services as a part of the local service delivery of the Workforce Innovation and Opportunity Act. This Request for Proposal is released to procure services and/or products as described in this package. 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 selected for review will be evaluated according to criteria set forth in this proposal package. Some evaluation criteria will have minimum acceptable scores that must be met. Failure to meet the minimum scores will eliminate the proposal from further evaluation and consideration. Proposals will be evaluated by an RFP Committee. This RFP Committee will consist of Board staff and Leadership. The RFP Committee will make a recommendation to the full EWB. The EWB will then make the final decision on the organization(s) to which a contract will be awarded.

The RFP Committee will only review proposals for programs that include the services requested in this proposal package. Proposers may include additional services as a part of the proposal, but the proposal must, at a minimum, contain the training or 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 the 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 30 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. This **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, Youth 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.

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, Youth 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 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 the EWB monitor and must have an annual audit included in the contract. 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 Regulations and applying them in developing the response to the RFP. The EWB and/or WIOA Federal and State Agent will, after the contract has been awarded, provide technical assistance to the contractor.

Section 3. The Contract that May Result from this RFP

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. The costs must be allowable and allocable to the proper grants and cost categories. If the contractor is a public entity or non-profit entity, the contract will not include a provision for profit. Profit margins with for-profit organizations will be negotiated prior to the start date of the contract. Profit margins must be reasonable and cannot be based on a percentage of actual costs.

Contract Type - The successful proposer may be offered a cost reimbursement, fixed price or performance-based contract, depending on the type of entity that is offered a contract. The successful proposer(s) will be a contractor of the Eastern Workforce Investment Board, Inc. The contractor chosen will be reimbursed for costs on a monthly basis.

The successful proposer will be offered a contract with possible performance incentive. Profit should be based on the competitor's efforts and risk in achieving performance measures outlined by the EWB. Other considerations to account for when quantifying the opportunity to earn profit are referenced in the Federal Acquisition Regulations, otherwise known as the FAR.

The EWB may cap the maximum potential profit that can be earned in accordance with the performance results and funding availability. For-profit entities that are operators or subrecipients 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) 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 offenses 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 2 extensions is permitted. Extensions will be contingent upon the contractors' documented and verified established performance. Both the Negotiated Performance Measures and the Contractual Measures (shown below) must be attained as indicated in order to be considered for contract extensions.

***Contractor Performance will be based on the following measures:**

Adult – Dislocated Worker Measures

1. **Budget Management and Expenditures** - Of the direct client dollars budgeted to the Service Provider to obligate for direct customer cost, at least 65% will be obligated each year by March 31st. 40% must be obligated to training. Documentation sources will include budget reports submitted to Board staff including Work Based Learning, Occupational Skills Training, Supportive Services or any other obligations by customers.
2. **Resolved Monitoring and No Disallowed Costs** - Absence of unresolved monitoring issues and absence of disallowed costs as evident by monitoring and/or audit by DOL, OOWD, EWB monitoring documents on or at the end of each quarter of this contract.
3. **Self-Sufficiency Employment** - Of those Adults and Dislocated Workers receiving Occupational Skills Training, at least 75% of those exiting between July 1st and March 31st will enter employment making a self-sufficient wage.
This will be measured by receiving a list from the Service Provider of all Adult and Dislocated Worker participants enrolled in Occupational Skills Training and those who have exited during the stated time frame.
For proof of employment a copy of the participant's paycheck can be uploaded or telephone verification may be documented with the employer verifying the date employment began, hourly wage or salary, and name and title of the person providing the information. This information will be reviewed for accuracy and performance verified by EWB staff in accordance with EWB policy.
4. **Work Based Learning** - This will be measured by receiving a list from the Service Provider of all Adult and Dislocated Worker participants enrolled in Registered Apprenticeships, On-the-Job Training and Transitional Job Work Experience and those who have exited during the stated time frame. This information will be reviewed for accuracy and performance verified by EWB staff. A minimum of 25 Work-Based Learning Participants per year.
5. **Business Contacts** – One Hundred and Twenty (120) meaningful, in person contacts, with private sector business from in demand fields or organizations, 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. This information will be reviewed for accuracy and performance verified by EWB staff.

Youth Measures

1. **Out-of-School Youth** - At least 80% of youth that are enrolled in WIOA activities will be Out of School Youth. Documentation required: OSL enrollment verification. This information will be reviewed for accuracy and performance verified by EWB staff.
2. **High school Diploma or Equivalency** – Of the Out -of-School youth who do not have a High School Diploma or equivalent at program entrance, at least 42% of youth who exited during the period July 1st through March 31st will have obtained an HSE or High School Diploma. This will be documented from a list of all Out-of-School youth who exited during the stated time frame, showing educational status at entrance, along with documentation from those who have obtained their HSE or High School Diploma. This information will be reviewed for accuracy and performance verified by EWB staff.

3. **Work Based Learning** – This will be measured by receiving a list from the Service Provider of all Youth participants enrolled in Registered Apprenticeships, Job-Shadowing, On-the-Job Training and Work Experience and those who have exited during the stated time frame. This information will be reviewed for accuracy and performance verified by EWB staff. Although participants may participate in more than one work-based learning activities, the participant only counts once in this measure. A minimum of 25 WIOA Youth participants, per quarter, enrolled in Paid Work-Based Learning Services.
4. **20% Spending Requirement** - Must meet the US DOL required 20% Work Experience spending level of actual program funds expended each year. Documentation sources will include budget reports submitted to Board staff. This information will be reviewed for accuracy and performance verified by EWB staff.

*EWB reserves the right to modify and/or clarify the measures during negotiations.

The determination of whether the Contractor has met or exceeded the performance items shown above will be made as of March 31st of the contract period. To be determined to have satisfactory performance, the contractor must meet the performance measures with no measure falling below 80%, or current state requirements. Even though the Contractor may meet or exceed the performance measures shown above the Contractor must also submit a satisfactory budget for the extension period. The budget for the extension will be negotiated.

Program and Performance Measures- The contract that results from this RFP will have certain requirements for performance. The contract may require that the contractor submit reports of expenditures, clients served, goals versus actual performance reports, WIOA performance reports, audits, reviews made by other entities, or other information that is necessary for the EWB to evaluate the performance of the contractor. The contract may have provisions requiring minimum performance levels to be achieved before funding for remaining periods is available. The contract may have a provision to reduce or eliminate funding for future periods if that minimum performance level is not attained. It is also possible to eliminate specific service areas from the contract should the contractor fail to meet minimum performance standards in each of the areas.

Transitioning - The contractor will be required to continue to provide services to customers that are transitioned from the previous contractor that is providing the services included in this proposal. The new contractor must assure that the original plan of services for the customer will be followed with no interruptions in service to the customer. Costs for these “transitioned” or “inherited” customers must be factored into the costs that are included in the budgets for this proposal.

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. Modifications may be necessary to increase or decrease funds to the Contractor if funds become available through National Emergency Grants, Trade Adjustment Assistance or other sources. 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, Eastern Workforce Investment Board, Inc., Eastern Workforce Investment Board, Inc. officers 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 EWB 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 EWB. 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 EWB 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.

At the time the contract is written, the actual funding amounts provided to the Eastern Workforce Development Area for Program Year 2020 for Adult and Dislocated Worker will not be available. It is likely that the only known funding will be for the period of July 1, 2019 through June 30, 2020. Youth Program Year 2020 funding amounts may also be unknown for the purposes of this contract. If additional funds are received for the period beginning July 1, 2020 this contract may be modified subsequent to the beginning of the contract period to reflect changes that are necessary due to actual funding amounts received. Any budget amounts remaining from budgets at the end of the year may not be carried over and expended in the extended period if the contract is extended after the original period. The carryover of any funds is an item that must be negotiated with the EWB for the workforce development area.

Price Adjustment - The contract will 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 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.

The Contractor agrees to inform all subcontractors, including OJT employers, of the availability of Contractor's grievance procedures, for use by the subcontractor in the event the subcontractor has no grievance procedures of its own.

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 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. This provision will notify the Contractor that Oklahoma Office of Workforce Development federal funds can be used only to supplement training resources available through Education Assistance Programs. Oklahoma Office of Workforce Development federal funds may be used in conjunction with PELL, SEOG, and other programs, but funds from different sources must be used to pay for different services with no duplication.

Participant Rights – The contract will have a provision concerning participant rights. That provision will state that at a minimum: Employment Terms, Benefits, and Working Conditions

All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this contract may be used for contributions on behalf of any trainee to retirement systems or plans.

Orientation

All participants enrolled under this contract shall be orientated by Contractor or its agent concerning integrated services, project goals and training conditions, including: (1) attendance and punctuality standards; (2) training and other services which will be made available; (3) other project expectations. This orientation shall take place during the participant's first visit to a workforce center and will be done by the center staff.

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 participants. The Service Provider shall be offered every reasonable opportunity to work with the site supervisor and the participant to resolve the problem. When participant suspension or termination appears to be necessary, the site supervisor shall give the EWB office advance notice by telephone. In extreme cases, the site may immediately suspend a participant for dangerous or outrageous behavior but in no case shall the participant be terminated without advance notice by telephone to the appropriate EWB staff member.

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 participants in Fiscal Agent programs, shall apply.

Participant Safety – The contract will require that conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the trainee.

Participant trainees enrolled under the contract shall be adequately supervised during training hours and be provided with safe training conditions that, at a minimum, shall conform to the health and safety regulations established by the State of Oklahoma.

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 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 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 EWB can readily and accurately determine cost categories. The Contractor

agrees to provide reports to the EWB, and/or 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.

Items that may be required to be reported to EWB on a monthly basis are:

- Number of Participants beginning education/training activities
- The types of services that were provided
- The costs of those services
- Number of Participants completing education/training activities
- Number of Participants completing education/training activities that received a credential
- Identify the types and number of credentials earned by type
- Number of Participants who completed education/training and entered unsubsidized employment
- Number of Participants who entered unsubsidized employment after training and are employment in the first and fourth quarter following the initial placement
- Number of Participants by county and expenditures

All contractors must submit a cumulative report for the period July 1, 2020 through June 30, 2021. The final report must also set forth the number of participants that received services, the types of services that were provided to participants. The final report must also set for the final disposition of applicants in job placement or placement in further training.

The contract that results from this RFP may have additional requirements that the contractor make regular presentations to the EWB, 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 will 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 expenditures, customers served, goals versus actual performance

reports, WIOA performance reports, audits, 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. The contract may have a provision to reduce or eliminate funding for future periods if that minimum performance level is not attained.

Intangible Property - The contract will 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 Participants – The contract will have a provision concerning the recruitment of participants. The Contractor will be responsible for recruitment of participants in sufficient numbers and types so that a sufficient level of local WIOA expenditures can be maintained. The contract will explain that if a sufficient number of participants are not recruited and enrolled, the contract funding levels may be negotiated to adjust staffing levels funded through the contract.

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. 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, budgets, 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. This may require the contractor to provide some services that are traditionally delivered by other entities that are none-the-less allowable services. In the integrated delivery system, other entities may also be required to deliver some of the services that are included in the statement of work of this contract. The contract will include a requirement that staff provided by the Service Provider will be functionally supervised by staff of other entities that are assisting in the provision of services in the workforce system or that the contractor's staff supervise staff of other entities working in the workforce centers.

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.

Section 4. Integrated Delivery of Services and Information on the One-Stop System

The EWB has selected the following locations for Oklahoma Works American Job Centers in their seven (7) county workforce development area. The EWB is also looking at ways to improve the quality and quantity of services available to customers through the centers. EWB reserves the right to identify and move the contractor’s staff to other locations or centers.

The chart shown below represents the current positions that are filled in the Oklahoma Works American Job Centers. The contractor chosen through this RFP will be expected to provide Title I services in each of these centers however has the flexibility to propose different staffing models/levels.

Locations of Workforce Centers and Current Delivery Methods

Center Location	Delivery System	Current Staffing Provided by WIOA Title Program Funds
Okmulgee	Comprehensive Center delivering integrated services with other One-Stop Partners and provide Youth Services	2.00 FT Career Managers to provide delivery of WIOA Title I services. 1.00 FT Intake Resource Specialist
Muskogee	Affiliate Center delivering integrated services with other One-Stop Partners and provide Youth Services	3.00 FT Career Managers to provide delivery of WIOA Title I services. 1.00 FT Intake Resource Specialist
Tahlequah	Affiliate Center delivering integrated services with other One-Stop Partners and provide Youth Services	2.00 FT Career Managers to provide delivery of WIOA Title I services. 1.00 FT Intake Resource Specialist
Eufaula	Oklahoma Works office location offering career services	1.00 FT Career Manager to provide delivery of WIOA Title I services to universal customers.
Wagoner	Oklahoma Works office location offering career services	Utilize Career Managers from other locations for the delivery of WIOA Title I services.
Stilwell	Oklahoma Works office location offering career services	1.00 FT Career Manager to provide delivery of WIOA Title I services to universal customers.
Sallisaw	Oklahoma Works office location offering career services	1.00 FT Career Manager to deliver WIOA Title I services to universal customers.
All Counties	Support Staff Assisting in all 7 counties serviced by the EWB	1.00 FT Operations Manager 1.00 FT Business & Industry Specialist 1.00 FT Quality Assurance Specialist

The chart above shows the WIOA Title I program centers, and current staffing within the seven-county region.

The EWB will competitively selected a One Stop Operator through a separate RFP that will have functional management, compliance, and oversight of the Oklahoma Works American Job Centers and will be responsible for the coordination of all system partner's services throughout the region. In addition, center managers will be selected in each of the centers. It is also possible that some of the WIOA Title I funded staff may assume the role of a center manager.

The staff that is provided to the workforce centers may, on a temporary or permanent basis, be assigned to work in other positions within the centers. In some instances, staff working in a functional unit may be supervised by staff who is employed by an entity other than the contractor. However, for matters such as payroll, personnel, travel, disciplinary actions, etc., staff provided by the contractor will be responsible to their employer, the contractor.

Proposers should note that they are not required to provide rent, utilities, telephone service, internet service, supplies used by workforce customers, lawn and grounds maintenance, equipment purchases, equipment maintenance, equipment software, and assessment supplies for Comprehensive Center and Satellite Offices. However, in the event custom or required equipment specific to the service provider will not be covered.

EWB has developed a "Product Box" (see Attachment D) that is a listing of services and training which may be available to workforce system customers. The "Product Box" will contain services that promote Talent Improvement, Earn the Best Job Possible Skills and Occupational Skills. Talent improvement may include items such as life management skills, literacy and adult basic education, ESL, computer skills, foundation training, etc. Earning the best Job Possible may include items that are centered on job readiness, job seeking and job getting skills. Occupational Skills may include paid work experience, OJT, Registered Apprenticeships, internships, customized training and earning a degree or credential.

In the course of providing services to workforce customers, staff of the contractor may be referring customers for some of those Products, staff may provide some of the Products as a part of their work at the Centers, or staff may request that the specific Product be made available after procurement. The contractor will only be required to pay the costs of staff wages and related cost of FICA, FUTA, SUTA and workers compensation insurance.

Section 5. Services to Be Procured by This Proposal

The contractor will provide the staff to deliver Title I services throughout the EWB's seven county area. These staff members will assist One Stop Partners in the provision of services at the Oklahoma Works American Job Centers within the workforce development area. These staff members will provide services in accordance with the Policies and Procedures and guidance from the Oklahoma Office of Workforce Development and the US Department of Labor. The contractor will be working with EWB to develop new services for jobseeker customers to be included in the Product Box (see Attachment D).

The Contractor selected to provide integrated services to the Adult and Dislocated Workers will provide staff to work with a variety of partners to deliver services in Oklahoma Works American Job Centers. The staff may be required to serve in a variety of functions inside the Oklahoma Works American Job Centers. However, most of the work can be distinguished into three categories: Basic career services, Individual career services, and Training Services for Adult and Dislocated Workers as well as the Youth Elements. Currently the model

used in the Eastern Workforce Development Area is very linear and participants are moved through the delivery of services in such a fashion.

Basic Career Services for Adult and DLW customers start at the front door. They are available to any person who wants or needs these services. They may be provided electronically or by staff. Basic Career Services are designed to help job seekers get a job, keep a job, or get a better job. Basic Career Services are the following:

- Eligibility for Services
- Outreach, intake, orientation
- Initial assessment
- Labor exchange services
- Referrals to programs
- Labor market information
- Performance and cost information
- Supportive services information
- Information on UI
- Financial aid information
- Job Openings/Listings
- Placement Services
- Employment and Career Information
- Computer Access
- Job Search Assistance

Recruiting customers or providing outreach to inform potential customers of the benefits of working with Oklahoma Works is another career service.

Often there are special efforts to provide recruitment to aid businesses looking for new employees. It is also crucial that we attract youth that are about to graduate from high school and are beginning to make career decisions. Retaining post-secondary graduates to include Career Tech and College graduates in the area is another key for Eastern Oklahoma's ability to grow and staff will be required to ensure contacts with local career techs, colleges and universities are cultivated to aid in this process.

The Contractor will be responsible for assuring quality career services are delivered to all customers. Managers may do this by closely supervising the service delivery process and directly serving customers. Since each customer may choose from an array of the services to help meet his/her individual employment goals, each step of the service process must build on the step before it with some value added. It is the responsibility of the Oklahoma Works American Job Centers staff to assure the customer is always aware of their next step in the process. All staff must be competent and able to provide career services. **It will be up to the service provider to provide appropriate staff and support personnel for effective, compliant delivery of services.**

Individualized Career Services is the next level of service. These services require more staff assistance than those typically found in basic career services. Customers who progress to this level of service are often in need of specific "skills" in order to help them find suitable employment. In this category you will find customers who haven't been able to find a job while receiving only basic career services. In order to receive and benefit from Individualized Services it is necessary that a Comprehensive Assessment be completed. This assessment provides each customer with a detailed career compatibility report that will aid them as they work with staff to complete an Individual Employment Plan.

Individualized Career Services are meant to be individualized for each participant. While a variety of these services will benefit most of the customers in a workforce center, each customer must have their particular career path to a better job charted to fit their circumstances. Individualized Career Services include but are not limited to the following:

- Comprehensive Assessment
- Individual Employment Plan
- Career planning, counseling
- Short-term prevocational services
- Internships and Work Experience
- Workforce Preparation activities
- Financial literacy
- Out of area job search
- English language acquisition
- GED Preparation
- Referrals to Suitable Partner Services
- Supportive Services
- Interview Skills Workshop
- Resume Writing Workshop
- Individual Job Development
- Basic Computer Skills
- Remediation of Literacy or Numeracy Skills
- Adult Basic Education

Customers who utilize these services should find their way to an improved employment potential. The necessary staff time to work with customers who take advantage of Individualized Career Services increases dramatically over those who are only served with basic career services. They may also need to work in a fashion, according to their Individual Employment Plan, that they have to take the necessary steps to move from one service to the next service. It will not always be possible for a customer to benefit from several of these services in a short time frame. As staff works with customers, they may identify other service needs that are not available within the job center and would then refer customers to a partner agency for services before it is appropriate to continue with the Individual Employment Plan. Still, there may be customers who need the next level of services – Training Services.

Training Services are offered to those participants who need additional occupational training to find employment that will provide sustainable wages for them and their family. Candidates for training must show that they are interested in entering a career that is on the Eastern Workforce Investment Board, Inc.'s list of demand occupations, able to benefit and finish the necessary training in order to go to work in that occupation and must fall within the EWB's Priority of Service Policy. When it is determined that a customer would benefit from training, in an occupation that is on EWB's demand occupation list, then staff must work with that customer to determine the most appropriate training institution that has the specific occupation on the approved training provider list. Staff will work with the customer and training provider to ensure that the enrollment is completed in a timely manner and that the customer has a very short waiting period. Staff will have already made certain, through the assessment process, that the customer is able to complete the course. Staff will also ensure that the customer possess the same attributes shown by people who are successful in this chosen occupation.

After the customer has started training, it is imperative that staff maintain contact with them to provide counseling and encouragement. Staff's job is to ensure that if any barriers to successful completion of the training arise that they are in a position to work with the customer and overcome those barriers. Successful completion and employment in that occupation is the required outcome.

The EWB emphasizes Work Based Learning as a means to support the needs of local business. The EWB may establish a percentage of funds designated to support Work Based Learning activities such as Registered Apprenticeships, OJTs, Work Experience, etc.

The Contractor who will be providing integrated services to Adults and Dislocated Workers and Youth Services must hire staff that understands that they are providing a service system. The Contractor should ensure that all staff are trained to be experts at providing the full array of services available in the Oklahoma Works American Job Centers. One in which quality customer service is required at all times. Staff must listen to each customer to understand the needs of each individual and must make every effort to provide the customer with the tools to become more successful. This means that staff will help each customer to identify the best mix of services to meet their needs.

The Workforce Innovation and Opportunity Act stipulates that a minimum of 75% of youth program funds be expended for services to Out of School Youth. In delivering services to youth, the service provider **must** recruit, determine eligibility for, and enroll sufficient youth that are Out of School to allow the workforce development area to meet this requirement. The service provider will meet the contractual measure that requires 80% of all youth expenditures be expended on Out of School Youth. In addition, 20% of total youth program dollars must be spent on Work Experience as determined by allotted funds.

Youth services in this workforce development area are provided by several different organizations. Those services that are to be provided by other organizations will be designated or selected during a procurement process.

The Service Provider will deliver the Adult, DLW and Youth Program Design Framework Services. This Service Provider will also provide portions of certain program elements such as work experience, internships, and job shadowing. For those specific elements, the Service Provider will identify and qualify the worksites that will be used, but the actual work experience, internship, and job shadowing will be conducted at the worksite of other public and private entities.

Additionally, the Service Provider could provide all or parts of other elements as long as there is no cost associated with the provision of the element. For example, if software was available, the staff of the Service Provider could provide study skills training at the Service Provider offices.

Services provided by the Contractor must be provided only to youth that have been determined to meet the eligibility criteria for WIOA Title I. Intake, eligibility determination, development of an Individual Service Strategy, and tracking will be performed using the state mandated system, which is a participant management information system that is provided via internet to all workforce offices in Oklahoma. Contractor(s) selected through this RFP will provide the following:

A. Program Design Framework of Local Youth Programs — the program design framework of local youth programs must include:

1. All of the provisions contained in the EWB Youth Policy that direct the scope and design of the youth program activities in the Eastern Workforce Development Area as well as other policies issued by EWB.
2. Intake activities may involve services such as registration, eligibility determination and collection of information to support verification of eligibility for services. It may also include pre-screening potential participants and general orientation to self-help services. Other activities include referrals to other services which may include providers of the 14 program elements.
3. An Objective Assessment must meet the requirements of WIOA Title I and is a process that identifies service needs, academic levels, goals, interests, skill levels, abilities, aptitudes, and supportive service needs, and measures barriers and strengths. It includes a review of basic and occupational skills, prior work experience, employability potential and developmental needs. The result of an assessment is an Individual Service Strategy.
4. The development of an Individual Service Strategy for each youth participant that meets the requirements of WIOA Title I including identifying a career goal and consideration of the assessment results for each youth participant. This Individual Service Strategy must also meet all of the requirements that have been set by State policy.
5. Preparation for postsecondary educational opportunities; provide linkages between academic and occupational learning; provide preparation for employment; and, provide effective connections to intermediary organizations that provide strong links to the job market and employers.

B. Referrals for Youth

The Contractor must ensure that the referral requirements in WIOA Title I for youth that meet the income eligibility criteria are met, including:

1. Providing these youth with information regarding the full array of applicable or appropriate services available through the EWB, providers found eligible by the board, or One-Stop partners; and
2. Referring these youth to appropriate training and educational programs that have the capacity to serve them either on a sequential or concurrent basis. The Contractor(s) must ensure that the referral requirements in WIOA Title I for youth that do not meet the enrollment requirements of a particular program or who cannot be served by the program are met, including:
3. Referral for further assessment, as necessary, and
4. Referral to appropriate training or educational programs that have the capacity to serve them either on a sequential or concurrent basis.

C. Development or Provision of Certain Elements

Elements to be provided by the Service Provider

EWB Youth Policy

[Oklahoma Workforce Development Issuance #02-2016, Change 2](#) and subsequent issuances.

Special Projects Proposed

Proposers may wish to present information on any special projects that the proposer believes will be of benefit to workforce customers. Should these special projects require an additional expenditure of funds, the proposer should include an estimate of the additional amount needed, but should not include those costs in the proposal budget.

National Emergency Grant / TAA Services / Competitive Grants

If National Emergency Grants or TAA Grants are received, the Service Provider must provide services to those new dislocated workers. If new National Emergency Grants or TAA Grants are received which require additional staffing to provide services, the Service Provider, and the EWB may negotiate a modification to the Service Provider contract for any additional costs that are required in providing these services. If the EWB receives any other grants that include services being delivered in a one-stop environment, then the Service Provider, and the EWB may negotiate a modification to the existing contract or any additional costs required in providing these services.

Section 6. Technical Assistance to Proposers

For questions about the RFP or EWB, please submit via electronic mail no later than 4pm March 13, 2020 to:

Contact Name: Jerri Schoats-Stoutermire Ed.D.

Address: 215 State Street,
Suite 400
Muskogee, OK 74401

Phone Number: 918.683.8553

Email Address: 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.

Proposers should review the policies and memorandums that apply to WIOA Title I 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, Oklahoma Employment Security Commission: <https://www.ok.gov/oesc/>. Labor market information specific to this workforce development area is available.

For general information only, the total EWB award amounts for PY 19 were as follows: \$1,291,809 Adult funding, \$477,782 Dislocated Worker, and \$1,662,609 Youth funds. Currently, there is no information on estimated funding that might be available for program year 2020.

Section 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 for the subsequent periods will be negotiated prior to entering contract extensions, if so allowed.

Indirect costs and allocated costs can be charged to the contract only if the proposer has an approved indirect cost plan or cost allocation plan included with the budget. 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 must 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:

- Staff Positions & Salaries
- Staff Fringe Benefits
 - Payroll Taxes
 - Unemployment Insurance
 - Workers Compensation
 - Health Insurance
 - Retirement
- Staff Travel/Training
- Copying/Printing
- General Insurance
- Postage/Freight
- Office Supplies
- Telephone/Communication
- Program Management/Support Staff
- Profit (if applicable)

Proposers should include a copy of their most recent Negotiated Indirect Cost Rate Agreement, if applicable.

Proposers should **NOT** include in the budgets any amounts that are to be paid by the EWB. Costs which are **NOT** to be included in the service provider budgets are:

- Amounts paid through Individual Training Accounts
- Amounts paid for support services payments
- OJT reimbursements to employers
- Cost associated with participants' wages while engaged in a Work Experience activity
- Costs for special projects approved by the EWB and workforce system management, rent, utilities, internet access fees, lawn and grounds maintenance, equipment purchases, equipment maintenance, equipment software, and assessment supplies for One-Stop Centers and Oklahoma Works Office Locations.

The actual costs incurred during the performance of the contract will require that the actual costs be distributed among various cost categories and different funding streams. The amount of funds available per funding streams (Adult, Dislocated Worker and Youth) will be identified during the contract negotiations.

Section 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.

Evaluation Item	Range	Maximum Points
Contact Information and Description of Organization (A)	0 -10	10
Narrative Outlining Staff Required (B)	0 - 40	40
Qualifications of Staff (C)	0 -20	20
Performance and Performance Measures (D)	0 - 30	30
Previous Experience (E)	0 - 20	20
Monitoring and Self-Evaluation (F)	0 - 10	10
Budgets (G)	0 - 35	35
Statement of Administrative Ability (H)	0 - 10	10
Demonstrated Program Knowledge and Objectives (All)	0 - 25	25
Totals	(0 - 200	200 MAX
Small, Minority, Women’s and Labor Surplus	+5	

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

Section 9. Proposal Instructions and Proposal Outline

All responses must be sent as follows:

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

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

One (1) signed original and six (6) paper copies. 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 Act Adult/Dislocated Worker and Youth Programs** 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-H)
The Certifications and Signature section (I)
Projected Performance Form (Attachment A)
Budget Information Forms (Attachment B)
Additional Signed Certificates (Attachment C)
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—
Title I Integrated Services for Adults, Dislocated Workers and
Youth Services**

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. Proposers Contact Information and Description of Organization.

(Page Limit – 1)

The proposer should name a responsible person as the contact person. This individual 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.

1. Include the full name, title, address, telephone numbers, e-mail addresses, etc.
2. Include a description of the entity type and the principal functions which are performed by the proposer entity.
3. Include an organizational chart showing names and positions.
4. 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.

B. Prepare a narrative outlining how you will provide the staff required in the RFP. (Page Limit –8)

Describe how you plan to deliver each of the services.

1. Describe how you will deliver the services in the context of the One-Stop System and Integrated/Functional Systems, while specifically addressing how you will handle positions that utilize part time staff in locations.
2. Describe how staff will work with One-Stop Partner staff to achieve an integrated system where customer service and performance are high priorities.
3. Describe your organizational philosophy on community involvement of service delivery staff with local organizations, agencies, schools, Chambers of Commerce, etc. and participation of staff on boards and committee throughout the region.
4. Include a description of any special projects that the proposer feels would be of benefit to workforce customers.
5. Include a description of the specific challenges that the general population and WIOA Title I eligible adults and dislocated workers face in maintaining self-sufficiency in today's economy and workforce.
6. Include a description of your perceived role in providing services to dislocated workers who are receiving services through National Emergency Grant or Trade Adjustment Assistance.

7. Include a description of your perceived role in providing services to eligible youth who are receiving services.
8. Include a description of your organizational philosophy in providing Business Services and Employer Engagement and Participant recruitment.

C. Qualifications of Staff. (Page Limit – 2)

1. Describe the qualifications for staffing that will be providing services to the customers.
2. If staff has already been selected for this project, provide names and prior experience of each staff.
3. Provide a narrative describing the management, onboarding process and ongoing training of support staff and career managers.

D. Performance and Performance Measures. (Page Limit – 2)

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. Complete Projected Performance Form.
3. Describe successful performance in the entity's history with workforce development programs.

E. Previous Experience. (Page Limit – 4)

1. Describe your previous/current experience in delivering similar programs or services.
2. Provide data that will show the demonstrated effectiveness of those programs or services. This should include financial as well as programmatic demonstrated effectiveness.
3. Describe past experience with service integration, functional supervision, information sharing, joint case management of mutual clients, cross training of staff.
4. Describe past experience in the development of Individual Employment Plans (or similar terminology) for programs similar to WIOA. Include the entity name, contact person, and telephone number of references.

F. Monitoring and Self-Evaluation. (Page Limit – 2)

1. Describe the monitoring and self-evaluation procedures that will be followed. This should include the processes, the activities that will be monitored, who is responsible for the monitoring, and procedures by which deficiencies noted are corrected.

2. Include a description of the self-evaluation procedures that will be followed for analyzing expenditures versus budget or other measurements.
3. Include your audit plan timeline.
4. Include a copy of the most recent audit and Board or Management letter regarding audit. (audit not included in page limitation)

G. Budgets. (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.

If the proposer wishes to make comments regarding the budgets, the proposer should prepare a narrative to include those comments.

H. Present a Statement of Administrative Ability. (Page Limit – 2)

1. Include a statement explaining the systems that you have in place and how they will provide the administrative support that is necessary to carry out their tasks.
2. Include a description of financial systems and include a narrative describing your cost allocation plan.
3. Describe systems that are in place to prevent over obligations of funds.
4. Describe procedures that are in place to insure proper charging of costs to cost categories, grants and contracts, and other cost objectives.

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 (2CFR 200.13, 2CFR 180, and 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 (2 CFR 200.450 and 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
- Drug-Free Workplace Act of 1998
- 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

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., officers, agents, and employees and Eastern 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

My Commission Expires ____/____

SEAL

ATTACHMENT A

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

Projected Performance

Adult, Dislocated Worker

The EWB has established performance measures for the basis of awarding a renewal of the contract for the Adult and Dislocated Worker and Youth Programs for the performance period of July 1, 2020–March 31, 2021. Renewals are possible from this contract’s ending date and will be in one-year increments as allowable by federal and state law. Contract extensions will be based on Contractor’s documented and verified performance of the outcomes referenced below.

(See Table on Next Page)

ATTACHMENT A (cont.)

Contractual Performance Standards – Adult and DLW Services

Period of Performance: July 1, 2020 through June 30, 2021

Projected <i>Cumulative</i> Participant Service Levels	Ending 9/30/2020	Ending 12/31/2020	Ending 3/31/2021	Ending 6/30/2021
1. Of the direct client dollars budgeted to the service provider to obligate for direct customer cost, at least 65% will be obligated each year by March 31st. Please provide the percentage for each quarter leading up to the Mach 31st deadline.				
2. No unresolved monitoring issues/no disallowed cost.				
3. Number of Adult/DLW participants who receive an Occupational Skills Training Service.				
4. All Adults/DLWs completing Occupational Skills training who exit between July 1 and March 31 will receive a credential or certification for the training program or will enter employment at a wage of no less than the EWB’s self-sufficiency wage.				
5. 120 meaningful (in person) business contacts per quarter to promote workforce programs and services with emphasis on work-based learning opportunities in Demand Sectors as evidenced in quarterly reports.				
6. Minimum 25 Work Based Learning participants per year.				
7. 60 documented recruitment and outreach contact per quarter to promote workforce programs and services with emphasis on priority of service populations as evidenced in quarterly reports and client enrollment outcomes.				

ATTACHMENT A (cont.)

Contractual Performance Standards – Youth Services

Period of Performance: July 1, 2020 through June 30, 2021

Projected <i>Cumulative</i> Participant Service Levels	Ending 9/30/2020	Ending 12/31/2020	Ending 3/31/2021	Ending 6/30/2021
1. Of the direct client dollars budgeted to the service provider to obligate for direct customer cost, at least 65% will be obligated each year by March 31st. Please provide the percentage for each quarter leading up to the Mach 31st deadline.				
2. No unresolved monitoring issues/no disallowed costs.				
3. All WIOA Youth, ages 16-24, who were active in the Title I youth program during the period of July 1 through March 31 and who are identified as needing work readiness services will receive a Work Readiness Certificate prior to exit.				
4. Out-Of-School Youth who do not have a high school diploma at program entrance, who exit during the period of July 1 through March 31 will have obtained an HSE or High School Diploma.				
5. Minimum of 25 WIOA Youth Participants. Per quarter, enrolled in paid Work-Based Learning.				
6. All WIOA Youth, ages 16-24, who exit during the period July 1 through March 31, will enter employment at a wage of no less than the EWB’s Board approved self-sufficiency wage or enter post-secondary Occupational Skills Training.				
7. 60 documented recruitment and outreach contact per quarter to promote workforce programs and services with emphasis on priority of service populations as evidenced in quarterly reports and client enrollment outcomes.				

ATTACHMENT B

Budget Information Forms

Proposer Name: _____ Budget for Period: 7/1/2020 through 6/30/2021

Detail Budget Item	Basis for Determining the Amount	Adult/DLW	Youth	Total Costs

ATTACHMENT B (cont.)

Proposed Budget – WIOA Title I Services (Need a budget for each service program proposed)

Proposed Budget Summary July 1, 2020 through June 30, 2021

Counties Served: _____

	Cost	% of Total
Staff Salaries		
Staff Fringe		
Payroll taxes		
Unemployment Insurance		
Workers Compensation		
Health Insurance		
Retirement		
Staff Travel/Training		
Copying/Printing		
General Insurance		
Office Supplies		
Postage/Freight		
Telephone/Communication/Internet		
Program Management/Support Staff		
Profit If Applicable		
Total Proposed Cost Reimbursement Budget:		
		100%

Direct costs are those costs associated with staff providing direct client services and housed in a workforce center or satellite office.

Program Management is the costs associated with the corporate overhead cost in administering the contract. These costs would typically include the cost of required insurances, audit, a portion of space rental, communications needs, utilities, accounting functions and other necessary administrative costs. The proposed cost should be documented and explained in the budget narrative. The bidder would need to detail how cost would be shared and distributed to the locations in the area they propose to serve. *If the organization has an approved indirect rate, then their proposed indirect cost would show on this line.*

Staffing Costs – Adult, Dislocated Worker and Youth Services

Salaries: Include all positions, which will be charged to the contract award. Record the number of people who will fill the position, the position’s gross monthly salary, its time distribution to WIOA by cost category, and the number of months the position will be filled. “Program total” is a sum of these factors.

ATTACHMENT B (cont.)

Direct Programmatic Costs: Leveraged from other Programs/Resources:

# of Positions	Title * (must be described below)	Gross Monthly Salary (\$)	% of Time	# of Months	WIOA Total Cost (\$)	Other Program Name	Salary %	Other Program Total	Both: WIOA and Other Program(s) Total (\$)

ATTACHMENT C
Certificates

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, 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 the implementation of paragraphs (A), (B), (C), (D), (E), and (F).

Typed Name of Certifying Official	Signature	Date
-----------------------------------	-----------	------

Adult, Dislocated Worker and Youth

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

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.

Signature

Date

Typed Name and Title of Authorized Representative

ATTACHMENT D

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 E

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 Assessments