

REQUEST FOR PROPOSALS

Workforce System One-Stop Operator

Release Date

July 30, 2020 6:00 p.m. CST

Version 1.1

SUBMISSION DEADLINE:

August 17th, 2020 11:59 p.m. CST

EMAIL TO: Samantha Nicholson

717-712-3094

SamanthaNicholson@thepersimmongroup.com

Workforce Tulsa is an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.

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I. INTRODUCTION AND GENERAL INFORMATION

a. About Tulsa Area Workforce Development Board

The Tulsa Area Workforce Development Board (hereafter “Workforce Tulsa” or “TAWDB”) is a regional 501(c) (3) non-profit corporation that provides workforce services to job seekers and businesses in a four-county region that includes Creek, Osage, Pawnee, and Tulsa counties. As one of seven workforce boards in Oklahoma, Workforce Tulsa fuels economic development by creating relationships that benefit employers and job seekers by placing talent for today, while preparing individuals for the jobs of tomorrow.

Workforce Tulsa is governed by a Board of Directors appointed by Local Elected Officials in accordance with the Workforce Innovation and Opportunity Act (WIOA). Workforce Tulsa is composed of volunteer community leaders representing the private sector; organized, labor-based organizations; education; public employment service; vocational rehabilitation; public assistance; economic development; local literacy councils; and adult, basic education.

The Board of Directors has hired an Executive Director (ED) to serve as the person in charge of guiding and responding to the Board of Director’s strategic vision. The ED is ultimately responsible for and oversees the operations and finances of Workforce Tulsa’s programs, personnel, and procurement processes utilized to comply with Federal and State regulations.

Workforce Tulsa is the oversight entity and fiscal agent for workforce development services and administers the procurement of goods and services that complies with Federal and State regulations. The primary responsibility of Workforce Tulsa is to identify the workforce needs and issues of the area and provide policy and program guidance and evaluation of workforce development programs and services that affect area employers, residents, and job seekers.

In compliance with the WIOA, the Tulsa Area Workforce Development Board is required to use a competitive bid process for the One-Stop Operator in the American Job Centers. The Oklahoma Works One-Stop Operator (OSO) is responsible for coordinating the service delivery of partners and service providers. Specifically, the OSO(s) must coordinate service delivery among partners, including individual and business services, among physical and electronic sites and services, and across the local area system. Additionally, the OSO(s) must manage partner responsibilities as defined in Memorandum(s) of Understanding (MOU)s, coordinate outreach and recruitment of voluntary partners, submit OSO annual staffing and operational budgets, follow federal and state regulations pertaining to the handling of EEO responsibilities, customer complaints, and physical and programmatic accessibility, implement local WDB policies, and report to the local board on operations, performance accountability, and continuous improvements. Local WDBs may establish additional roles for the one-stop operator(s).

For more information about Workforce Tulsa, please visit www.workforcetulsa.com.

This Request for Proposal (RFP) provides potential respondents with vital background information and describes the desired services, guidelines for submitting a response, and the selection process. Potential respondents are strongly encouraged to:

- Read the RFP carefully; and
- Provide all necessary information and ask questions or seek technical assistance on points or concepts that are unclear.

b. Procurement Standards

Procurement of goods and services under federal assistance programs shall be in compliance with the final rules promulgated by the Oklahoma Central Purchasing Act of 2013, FAR Part 34. Procurement shall also ensure compliance with WIOA, WIOA regulations, state and local policies, and the U.S. Department of Labor Statement 29 CFR 38 Implementation of Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act: Final Rule.

This RFP does not commit TAWDB to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

c. Eligibility to Respond

This Request for Proposal (RFP) is open regarding the variety of proposed options to ensure that the resulting selection will be responsive to the current needs and challenges of the organization. Organizations able to meet the technical specifications for quality and other terms of this proposal package and not debarred and/or suspended from conducting business with federal and state funded agencies are invited to respond. A prospective proposer must affirmatively demonstrate responsibility. A prospective proposer, by submitting a proposal, certifies to Workforce Tulsa that it meets the following requirements:

- Possesses or is able to obtain adequate financial resources as required to perform under this RFP.
- Is able to comply with the required or proposed RFP.
- Has a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award.
- Be in good standing with the applicable national or state associations.

No contract(s) will be awarded to any respondent(s) that is/are on State or Federal sanctions during the award phase of the procurement process.

Minority, disadvantaged, veteran-owned, and women-owned businesses that are certified by the State as Historically Underutilized Businesses are encouraged to respond to this RFP.

For purposes of this RFP, interested contractors are referred to as “Proposers,” “Respondents,” “Applicants,” or “Contractor.”

ELIGIBLE ENTITIES FOR OKLAHOMA WORKS ONE-STOP OPERATOR(S): Any Oklahoma Works One-stop Operator must be an entity (public, private, or nonprofit) or a consortium of entities that, at a minimum, includes three or more of the required one-stop partners of demonstrated effectiveness, located in the Local Area. Such entities may include the following:

- Government agencies or governmental units, such as: Local or county governments, school districts, State agencies, and Federal WIOA partners;
- Employment Service State agencies under the Wagner-Peyser Act, as amended by title III of WIOA;
- Indian Tribes, tribal organizations, Alaska Native entities, Indian-controlled organizations serving Indians, or Native Hawaiian organizations;
- Educational institutions, such as: institutions of higher education, nontraditional public secondary schools such as night schools, and area career and technical education schools (however, elementary, and other secondary schools are not eligible to become a one-stop operator);
- Community-based organizations, nonprofit entities, or workforce intermediaries;
- Other interested organizations that are capable of carrying out the duties of the one-stop operator, such as a local chamber of commerce, other business organization, or labor organization;
- Private for-profit entities (see Training and Employment Guidance Letter 15-16 for more guidance on the requirements of earning and negotiating a fair and reasonable profit separate from costs); and,
- Local WDBs, if approved by the Chief Elected Official (CEO) and the Governor as required in WIOA sec. 107(g)(2). Local WDBs must compete to be the one-stop operator in the Local Area and meet mandatory competition requirements in 20 CFR 678.605(c) and 678.615(a).

d. Proposer Competencies

Proposers must demonstrate they have the organizational capacity to administer programs in accordance with the requirements of this RFP. Workforce Tulsa reserves the right to conduct a pre-award, fiscal integrity evaluation of the selected proposer. The purpose of the pre-award, fiscal integrity evaluation is to determine the capacity of the Proposer’s organization to operate the program, meet administrative requirements, and maintain an adequate financial system.

Proposers must:

- be responsible and possess the ability to perform successfully under the terms and conditions of a contract;

- demonstrate they have strengths in financial/fiscal responsibility, staff/personnel management (including staff qualifications), and management of special projects;
- have well-developed fiscal and administrative systems as identified below; and
- have the administrative capability and competence necessary to carry out the terms and conditions of the contract exactly as specified.

Proposers must have the financial resources and stability to meet high standards of public and fiduciary responsibility. Qualifying proposers must have financial systems that, at a minimum, meet the following standards.

- A financial system, in accordance with Generally Accepted Accounting Principles, must include:
 - information pertaining to any sub-grant or contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - an accrual basis accounting method for operating their financial system;
 - effective internal controls to safeguard assets and assure their proper use;
 - a comparison of actual expenditures with budgeted amounts;
 - source documentation to support accounting records; and
 - proper charging of costs and cost allocation.
- Financial systems must be sufficient to:
 - permit preparation of required reports;
 - permit tracking of expenditures adequate to establish that these have not been used in violation of the applicable restrictions; and
 - permit tracking of program income, potential stand-in costs, and other funds.

Proposers must be knowledgeable of the statutes, rules, regulations, programs, and policies of the funding streams administered under this contract.

- Oklahoma Office of Workforce Development – <https://oklahomaworks.gov/>
- US Department of Labor – <https://www.doleta.gov/WIOA>

e. Performance Metrics

For the 2019 Plan Year, the TAWDB American Job Centers provided workforce assistance to 19,355 job seekers.

f. Authorized Contact

The authorized contact for this procurement is Samantha Nicholson. Contact information is:

Email: SamanthaNicholson@thepersimmongroup.com

Phone: 717-712-3094

g. General Conditions

Proposers should consider the following general conditions in preparing responses.

- TAWDB reserves the right to negotiate the final terms of any and all contracts or agreements with the selected respondent, and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the workforce development area.
- All costs directly or indirectly related to the preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal, which may be required by the TAWDB, shall be the sole responsibility of and borne by the respondent.
- It is TAWDB's intent to contract with an entity that will perform all primary functions of this contract. The contractor may subcontract any of the activities/functions described herein. It is expected that any such arrangement(s) be disclosed in the respondent's proposal.
- Budgets must be based on allowable, reasonable, allocable, and necessary expenses to the proposed program. Any contract resulting from this procurement shall include a cost allocation plan for any shared costs.
- The Contractor selected for funding under this RFP will be subject to pre-award reviews. This may include but not be limited to a review of the Contractor's record keeping procedures, management systems, accounting and administrative systems and procedures. Pre-award reviews will occur prior to contract negotiations.
- The existing One-Stop Operator will still be supporting Workforce Tulsa in other capacities. As needed, they will be available to assist the awarded proposer with transitioning knowledge and provide ramp-up support.

h. Changes, Amendments, Withdrawals, Re-Issuance

Any Applicant may withdraw their bid either in person or by written request at any time prior to the proposal due date and time.

In addition, the Workforce Board reserves the right to:

- Amend or withdraw this RFP at any time;
- Reject any and all applications; and/or
- Re-issue this RFP.

II. SCHEDULE OF ITEMS

a. RFP Packets

Request for Proposal packets will be available beginning on and after Thursday, 7/30/2020.

b. Letter of Intent

Prospective applicants may submit a Letter of Intent to Bid by 5:00 p.m. CST on Thursday, August 6th, 2020. This notice is not required to bid and does not obligate the prospective applicant to submit a proposal. E-mail updates will be sent directly to all who submit the Letter of Intent. Letters should be sent to Samantha Nicholson (SamanthaNicholson@thepersimmongroup.com) and should include the below information:

- Company/Agency/Entity Name
- Contact Name (Person/Title)
- Address
- Phone Number
- Email
- Statement that you have received this RFP (Version 1) and that you intend to respond to Workforce Tulsa by August 17th, 2020.
- Any questions you have regarding the RFP

c. Question/Answer Period

Written questions will be accepted no later than 5:00 p.m. (CST), Thursday, August 6th, 2020. Questions received after this deadline will not be answered. All answers issued in response to Respondent questions become part of the RFP and the RFP process. An amendment including all submitted questions and answers will be provided by 5 p.m. (CST) on Monday, August 10th, 2020.

d. Due Date and Delivery Method for RFP

Samantha Nicholson must electronically receive responses to this RFP. Proposals are due no later than Monday, August 17th, 2020 11:59 p.m. CST.

Responses submitted after this time will not be accepted under this RFP.

e. RFP Schedule

The following schedule of events is subject to change at the discretion of TAWDB. All times shown in the RFP are Central Standard Time Zone (CST).

Issuance of RFP	Thursday, 7/30/2020
Letter of Intent and Deadline for Submitting Questions	Thursday, 8/6/2020 5:00 p.m. CST
Questions and Answer Release	Monday, 8/10/2020
Proposal Due Date	Monday, 8/17/2020 11:59 p.m. CST
Evaluation of Proposals	Friday, 8/21/2020
Oral Presentations (top bidders)	Wednesday, 8/26/2020 – Monday, 8/31/2020
Selection for Award(s)	Thursday, 9/10/2020
Contract Negotiation Begins	Friday, 9/11/2020
Contract Start Date	Wednesday, 9/30/2020

III. SCOPE OF WORK

The role of the One-Stop Operator is that of managing partner for a network of workforce services and programs across the 4 counties served by the TAWDB. The Operator serves as the lead entity in relation to all other contractors and partners providing job search, employment, and skills training services to job seekers. Additionally, the Operator coordinates operating hours, accessibility, and availability for the American Job Centers and leads the collaboration and coordination efforts across all community-based resources (including those not located within the American Job Center) to ensure that duplication and waste are minimized and resources and outcomes are maximized.

The One-Stop system shall include but not be limited to providing access to:

- Initial, basic career services;
- Training services;
- Employment and training activities;
- Programs and activities carried out by all WIOA one-stop partners;
- Data, information, and analysis for the local labor market;
- Initial, basic job search, placement, recruitment, and employment activities; and
- A “single-point” of entry for customers with a uniform referral process.

The Operator will be charged with coordinating the service delivery among partner agencies in the One-Stop Centers, Satellite locations, mobile units, and affiliate locations. Duties include but are not limited to:

- Managing daily operations and other activities to support the center including functionally supervising service provider and/or AJC partner staff members

- Managing hours of operation, meeting, and event schedules
 - Managing services for individuals and businesses (to include training, job fairs, and hiring events)
 - Ensuring that basic services are available (orientations, labor market information, resource room)
- Managing partner responsibilities defined in the Memorandum(s) of Understanding (MOU) among partners
- Implementing Board Policies and Directives
- Adhering to all federal and state regulations and policies
- Obtaining and maintaining Center Certification
- Ensuring and continuously improving physical and programmatic accessibility
- Providing Partner Coordination
- Providing Employer Service Coordination
- Providing Jobseeker Service Coordination
- Conducting Community Outreach
- Reporting to the TAWDB on operations, performance, and continuous improvement recommendations
- Providing management oversight for facilities (including affiliates)
- Ensuring all American Job Center (AJC) staff are cross-trained to provide services among all workforce program rules and regulations. The OSO will also identify and assign staff as industry experts according to target industries and occupations. The OSO will assign staff to work in functional, project-based and/or population-based teams and will collaborate among all functions including universal employment services, adult and youth work experience opportunities, skills training, job placement, etc., and will be knowledgeable of all workforce programs, regulations, and guidelines.
- Establishing an initial intake process necessary for the client to make a smooth transition to desired services, including registration or access to OKJobMatch, preliminary eligibility to the various WIOA and/or entitlement programs, and identification of the client's preliminary needs and desires.
- Providing quality customer service to job seekers and program participants and maintaining continuous improvement strategies regarding the timeliness and quality of service delivery.
- Developing a tool for measuring customer satisfaction across all areas of the workforce system including job seekers, partners, and employers. Customer satisfaction surveys will be administered no less than twice per year, and results will be reported to the TAWDB.

IV. SUBMISSION GUIDELINES

a. Format

Each respondent is required to submit one (1) signed PDF of the complete proposal response. All responses must be typed and will become the property of TAWDB. Respondents are encouraged to identify proprietary information by clearly marking it as "PROPRIETARY". (Note: Information marked as proprietary may still be considered public information; the Attorney General makes the final decision on what is proprietary.)

The response must contain the name and address of respondent, due date, and time. All responses, forms, and attachments must be submitted with all pages sequentially numbered. Font size must be no smaller than 12-point, single space. Failure to follow the Submission Guidelines may result in a proposal being considered unresponsive.

The completed Proposal must contain all the following information/documents in the order indicated:

- Section 1 - Respondent Cover Sheet must be signed by the individual having Contract Signature Authority.
- Section 2 – Executive Summary – **Limit summary to 3 pages**
 - How your organization’s stated mission, vision, and values relate to TAWDB’s mission and strategic plan.
 - Your organization’s vision for overseeing the TAWDB’s desired workforce development system/programs.
 - The innovative strategies you propose to bring to the delivery of TAWDB’s workforce development system/programs.
 - The challenges you see that impact TAWDB’s workforce system and what/how your organization will address them.
 - Challenges you’ve encountered previously and how you overcame them.
- Section 3 – Organizational Capacity/Qualifications
 - Describe your organization and include the following - **Limit summary to 3 pages**
 - Provide a brief description of your organization and its core business. Include a history of the organization, organizational chart, board of directors (if applicable)
 - State your current and/or previous experience as a workforce development services contractor or experience providing similar services.

- Describe how your organization will assess talent, evaluate staff performance, maintain staff accountability, and provide staff training and development opportunities – **Limit summary to 2 pages**
 - Describe your succession plan, process, and strategy for ensuring that the loss of key management and operational staff does not result in failure of a key function – **Limit summary to 2 pages**
 - What actions and/or policies do you have in place to support staff stability and consistency? – **Limit response to 2 pages**
 - Attach the following documents:
 - Copies of the job descriptions and minimum qualification for each budgeted position. Include the number of staff for each position if currently in place.
- Section 4 – Quality of Program Design and Operational Plan – **Limit response to 10 pages**
 - Workforce Tulsa, to align with overall vision, expects the partner to fulfill the following services:
 - Collaboration for increased customer access to services
 - All customers, regardless of location, (employers and job seekers) will receive prompt and uniform high-quality service
 - Development of innovative programs for job seekers, employers, and incumbent workers
 - Meet State and federal performance measures
 - Efficiency through technology (including paperless systems)

To address the above bullets, what strategies and actions would you implement to ensure consistency and standardization of these principles?

- Describe your internal communication structure and strategy. Describe how goals, performance targets, policies, procedures, directives, program changes, and other information would be communicated to staff throughout your organization.
- Describe your self-monitoring systems and quality control procedures to ensure data integrity and staff compliance with all workforce program rules, policies, applicable laws, and regulations. Include how systems/procedures/processes identify program deficiencies and your process to rectify and prevent the reoccurrence of those deficiencies.
- What actions will you take to oversee and manage performance measures? Describe your strategies for ensuring that performance

measures will be achieved, progressively increase, and spending benchmarks are met.

- Describe your organization's experience in working with businesses, maintaining quality relationships with employers, and in providing workforce services to employers.
 - Discuss your training strategies to enhance the skills and knowledge of staff to ensure they have a clear understanding of the needs of businesses, local employment and economic trends.
 - Describe your plan/procedures to ensure Priority of Services provisions are implemented.
 - Describe your case management philosophy. What strategies and methods of counseling, job development, placement, and or referrals would you use to best ensure that employment and follow-up performance goals are achieved?
 - Describe your process for determining whether a customer should be enrolled in training. What factors would you consider?
 - How do you propose to outreach and/or co-enroll customers into the WIOA program?
 - Provide three (3) references from customers where similar work was performed. References provided must contain a contact person with full contact information i.e., contact person, company, telephone number, mailing address and a valid e-mail address. TAWDB is not responsible for references that cannot be contacted.
- **Section 5 – Demonstrated Effectiveness – Limit response to 9 pages (excluding attachments)**
 - List of workforce development or related programs operated, including quantitative measures of effectiveness
 - Major accomplishment or implemented strategies
 - Approaches and tools for staff training and development
 - Include your most recent annual performance report on all Federal and/or State required performance measures as well as any local measures your established for any program/funding stream
 - Describe the actions you took to improve performance if the established performance measures weren't met
 - Number of customers served during the program year (define program year)
 - If the program was a workforce development program, include the number of job seekers served, number of job seekers placed

in employment and/or work experience (describe), the number of youth trained/served, number of adults trained, and the number of dislocated workers trained

- Attach the following documents:
 - Copies of the three most recent monitoring reports. If applicable, Workforce Board monitoring reports. Describe efforts undertaken to address any deficiencies identified in these reports.
- Section 6 – Fiscal Management– **Limit response to 8 pages (excluding attachments)**
 - Discuss your organization’s overall financial capabilities to provide the proposed services. Include experience of fiscal management and oversight by corporate as well as subsidiary/affiliate companies.
 - Describe your proposed plan for tracking/monitoring expenditures versus budgets.
 - Describe your experience in accurate and timely payment of providers (i.e. training providers) or sub-contractors/vendors.
 - Provide any internal monitoring systems and techniques that will be used to ensure there are no disallowed costs and contract budget expenditures are monitored. Include in description:
 - techniques to be used to measure fiscal performance;
 - techniques to compare costs against planned budgets;
 - actions to assure the accuracy and allowability of expenditures; and
 - techniques to be used to guarantee data integrity.
 - If certain costs are determined to be disallowed, does your organization have a procedure and source for reimbursing such costs to Workforce Tulsa? If so, describe that procedure and the source from which these costs will be paid. (Federal funds may not be used to repay any disallowed costs.)
 - Proposed Budget
 - Please provide an initial budget based on the scope included in this RFP. The final budget will be negotiated during the contract phase.
 - Within the proposed budget, provide a breakout of how costs are allocated.
- Section 7 – Outreach and Partnerships – **Limit response to 7 pages**

- Detail the strategies you would use to outreach and promote workforce development programs in order to ensure the full utilization of all funding and to meet the workforce needs of employers and job seekers. Include how you would build relationships to attract, satisfy, and retain customers.
 - Describe your strategies for developing new partnerships, including the types of partnerships you would develop. Explain why these partnerships would be beneficial to the workforce system and what positive outcomes would be expected. Provide how you will communicate with all partners about needs, services, etc.
 - Describe how you would strengthen/repair damage to partnerships or increase collaboration between partners.
 - Describe how you plan to deliver an efficient package of services through partnerships and collaboration with other organizations in order to prevent duplication and to leverage and maximize resources available for customer training and support.
 - Describe the process you will use to provide and coordinate referrals to partner agencies.
- Section 8 – Proof of General Liability Insurance (respondent provides)
 - Section 9 – Assurances and Certifications
 - Proposers must acknowledge the General T&C's (ASSURANCES, aka General Terms and Conditions). If a proposer takes exception to any requirement or specification contained in this Request for Proposals, these exceptions must be clearly and prominently stated in the Bid.

b. Evaluation, Selection, and Award Process

RFP responses will be evaluated based on the below scoring scale. Based on the RFP scores, no more than three (3) vendors will be selected to complete oral presentations within six (6) business days after being notified of selection to participate in the presentation round.

RFP Scoring Criteria:

Section	Point Total	% of Points
Format and Completeness	10	5%
Executive Summary	20	10%
Organizational Capacity/Qualifications	45	23%
Quality of Program Design and Operational Plan	45	23%

Demonstrated Effectiveness	35	17%
Fiscal	30	15%
Outreach and Partnerships	15	7%
Total	200	100%

The awarded contractor will be notified within 10 days of the final oral presentation. The award will be based off both the RFP and oral presentation score.

V. ASSURANCES

a. Availability of Funds

Funding for each program year is determined by the US Department of Labor based on an established formula for WIOA State Formula Funds awarded to States by no later than June of each year. To aid in the planning process for submitting a proposal, respondents should note that in PY19 our budget allocation for the One Stop Operator statement of work was approximately \$100,000. Program Year 2020 amounts are subject to change, based upon the actual amount allocated to the region and available carry-over funds, if any, allocated by Workforce Tulsa. Workforce Tulsa, as the fiscal agent, is responsible for providing system infrastructure.

It is understood that funds will fluctuate from year to year. The contract agreement shall be modified to increase or decrease funding as needed to reflect actual federal funds received during the contract period. The successful contractor will be awarded a cost-reimbursement contract with the possibility of a negotiated profit margin for those eligible entities. The Board may expand the scope of the contract to include other workforce programs, funding, or requirements that the Board deems necessary and appropriate.

All agreements are subject to the availability of funds to Workforce Tulsa.

b. Incorporation of RFP into Contract

All conditions contained in this Request for Proposals and completed Forms and any statements contained in the Request for Proposals responses will be incorporated into any contract regarding this matter. Failure of the contracting organization to accept these obligations may result in the cancellation of the selection. The contractor shall assume responsibility for all services offered in their bid proposal whether or not they were produced. The contractor will be responsible for all material errors and omissions in the performance of the contract.

c. Payment Process

The Board will use a cost-reimbursement contract which may or may not include a pay for performance piece as well as potential profit for eligible entities. The selected sub-recipient will be reimbursed for allowable actual service delivery costs on a monthly basis after submittal and approval of payment vouchers as instructed in the contract.

In addition to the provisions of this Request for Proposals and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

The Board values high performance, continuous improvement and responsiveness to Board and system customer needs. The Board understands that a for-profit entity may be selected through this process. If so, negotiations for arriving at a methodology for rewarding exceptional performance in the form of profit will be finished before the start date of the contract.

The successful contractor may only serve eligible individuals using WIOA funds as defined by the WIOA and is responsible for all WIOA participant enrollments within Workforce Tulsa. The successful contractor shall create, collect, and maintain all records relating to One-Stop operations and WIOA service provision activities that are required to be made by applicable federal or state laws or regulations, made relevant by guidance from the U.S. Department of Labor, and/or which are necessary for determining Workforce Tulsa's attainment of the local levels of performance negotiated with the Governor and the chief elected official of Workforce Tulsa. Reimbursement for program costs will be made on a monthly basis providing that these performance standards are being met. Performance Standards will be reviewed on a monthly basis.

Any revenues above costs generated by any not-for-profit organization through use of these funds, including interest income or other program generated income, must be reported and then returned to the TAWDB. Any return of revenues to the contractor for use to extend the contract or provide additional services will be at the sole and absolute discretion of TAWDB.

Proposers may not charge individuals eligible for workforce programs a fee for any service; however, if the proposal intends to charge fees for non-eligible individuals and/or businesses, the service and fee structure must be fully described in the narrative. The Board reserves the right to retain a portion of the income generated from such activities.

The contractor will be responsible for all benefits (vacation, health insurance, etc.) and withholdings as any staff of the contractor will remain staff of the contractor and will not become employees of Workforce Tulsa. The contract will be solely for personnel, professional, and training. Workforce Tulsa will only reimburse

personnel costs for time actually worked, and reasonable vacation, sick leave, and holidays as provided for in the proposer's personnel policies and earned during the contract term. No other paid leaves of absence will be reimbursed by Workforce Tulsa nor should they be part of the negotiated contractor price.

d. Subcontracting

The TAWDB acknowledges the need to form viable partnerships that will help to enhance the delivery of workforce activities identified in the State Plan throughout the Workforce Tulsa local workforce area. Proposals utilizing specialized services to deliver such activities may include sub-recipients and/or vendors. Any subcontracting must be clearly identified in the proposal response narrative, and the Board prior to contract execution must provide approval. If the proposer currently subcontracts certain functions or activities and intends to do so as part of this proposal, the sub-recipient/vendor must be identified and a certification included from the sub-recipient/vendor attesting to their agreement to the terms of the proposal and any resulting contract.

e. Interview Rights to Jobs Created

The successful proposer for WIOA One-Stop Operator services must agree to interview all incumbent program operations staff who apply for employment with the new provider. Incumbent staff will be granted consideration for experience in lieu of education requirements for any position for which they are otherwise qualified. In the event of a transition and a reduction of staff, the Board shall carefully oversee the process to ensure that there is no loss of service or reduction of quality.

f. Contract Provisions

The contract(s) will have provisions regarding the provision of services being delivered in a functional delivery system. This may require the contractor(s) to provide some services that are traditionally delivered by other entities that are none-the-less allowable services. In functional 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(s).

The contract(s) may also 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.

g. Contract(s) Based Costs

All costs that are approved in a contract(s) 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(s) is a public entity or non-profit entity, the contract(s) will not include a provision for profit. Profit margins with for-profit organizations may be negotiated. Profit margins must be reasonable and cannot be based on a percentage of actual costs. Profit margins will be based upon meeting and/or exceeding standards. It is anticipated that a higher profit margin may be negotiated for exceeding negotiated performance goals. Profit will be paid on a quarterly basis depending on meeting negotiated standards.

The contractor will be reimbursed for actual travel expenses required for travel within the region as well as for meetings and conferences provided by Workforce Tulsa, Oklahoma. Out-of-area travel must be approved in advance by the Board's Executive Director and the contractor must have the funds in their budget to support the requested travel.

Proposers should note that they are not required to provide rent, utilities, telephone service and telephones, internet service, janitorial services, lawn and grounds maintenance, equipment purchases, equipment maintenance, equipment software, and assessment supplies for One-Stop Center and Satellite offices. All of these items will be provided by the WIOA Fiscal Agent for the workforce area.

h. Criminal History Reports

The contract(s) that results from this RFP may contain a requirement that the contractor(s) 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 Clients. 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 Clients. 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(s). If the reports are not submitted by that deadline, the contract(s) will be declared to be void and no payments will be made to the contractor(s). The cost of the criminal history reports will be paid by the contractor(s) and cannot be included in the contract(s) costs.

i. Program and Performance Measures

The contract(s) that results from this RFP will have certain requirements for performance. The contract(s) may require that the contractor(s) 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 Workforce Tulsa to evaluate the performance of the contractor(s). The contract(s) may have provisions requiring minimum performance levels to be achieved before funding for remaining periods is available. The

contract(s) 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(s) should the contractor(s) fail to meet minimum performance standards in each of the three areas. Contractor Performance will be based on the following measures:

One-Stop Operator Performance

1. Conduct a Partners' Meeting every month
2. Develop and implement a customer satisfaction survey
3. Maintain effective working relationship with partners
4. Develop new partnerships in the workforce system
5. Create a system for engaging the Business Community
6. Conduct presentations to Community-Based Organizations
7. Create efficiencies in Workforce Oklahoma Centers.
8. Ensure Workforce Tulsa policy and procedure is followed

The determination of whether the contractor(s) has met or exceeded the performance items shown above will be made as of June 30 of each year. To be determined to have satisfactory performance, the Contractor(s) must meet or exceed the performance items in 6 of the 8 measures shown above with no measure falling below 80% of the negotiated rate.

j. Contract(s) Renewal and Extension

The contract(s) that results from this RFP may have a provision for extension. The terms and lengths of any extension will be established by the TAWDB and will be included in the contract(s) provisions. All extensions must be documented in a modification to the contract(s). Each extension must be for not more than one year and a maximum of two extensions is permitted. Extensions will be contingent upon established performance in the above-mentioned measures.

k. Early Terminations

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

l. Modifications

The contract(s) will have a provision for modifying the contract(s). Modifications may be necessary to incorporate changes required by Federal or State laws and policies. Modifications may be necessary to increase funds to the Contract(s) or if funds become available through National Emergency Grants, Trade Adjustment

Assistance, or other sources. Should the Contractor(s) fail to meet performance measures, the contract(s) will not be extended.

m. Assignment and Subcontracting

A part of the proposal evaluation is based upon the previous experience of the proposer and its staff. The contract(s) will contain a provision that prohibits subcontracting or assigning the work to be performed without the written permission of the TAWDB.

n. Indemnification

The contract(s) will include an indemnification clause. The indemnification clause will state that the contractor(s) shall indemnify and hold harmless the State of Oklahoma, the U. S. Department of Labor, Workforce Tulsa, the Workforce Tulsa officers, agents, and employees and the WIOA Chief Elected Officials Consortium 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 (sub-recipient(s) or any of its employees, agents, volunteers, sub-recipients, or representatives.

o. Dispute Resolution

The contract(s) will have a provision for dispute resolution. This provision will require the Contract(s) or to use administrative processes and negotiation in attempting to resolve disputes arising from this contract(s). The contract(s) will require the contractor(s) to continue to provide services while the dispute process is ongoing.

p. Audit Rights

The contract(s) 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 Contract(s) or at any time during the contract(s) period or within five (5) years from the date of final payment of this contract(s). At any time during normal business hours and as often as Fiscal Agent or any of the above parties may deem necessary, the Contractor(s) shall make available to their duly authorized representatives for examination, all its records with respect to all matters covered by this contract(s). 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(s) which are directly pertinent to this Contract(s), including all contract(s), invoices, materials, payrolls, personnel records,

conditions of employment, and other data relating to all matters covered by this contract(s).

q. Access to Records and Records Retention

The contract(s) will have a provision relating to Records Retention. That provision will require the Contractor(s) to maintain all records pertinent to this contract(s), including financial, statistical, property, client records, and supporting documentation. These records shall be preserved and made available to the Fiscal Agent and its agents for a period of five (5) years after the date of final closeout of this contract(s). However, in the event of an audit, records shall be kept by Contractor(s) until the audit is completely resolved. This may require a retention period longer than 5 years. If the Contractor(s) is unable to retain the necessary Fiscal Agent client and financial records for the required period, the Contractor(s) shall transfer such records to Fiscal Agent. Such records shall be transmitted to Fiscal Agent for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

r. Copyrights and Rights to Data

The contract(s) will have a provision relating to Copyrights and Data. That provision requires the Contractor(s) to agree that the Fiscal Agent, 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(s).

s. De-obligations

The contract(s) that results from this RFP will contain clauses regarding availability of funds. Those clauses will allow the Workforce Tulsa to decrease or eliminate funding to the contractor(s) if funding made available to Workforce Tulsa is not sufficient to allow for full payment of the contract(s).

At the time the contract(s) is written, the actual funding amounts provided to the workforce investment area may not be available. The contract(s) may be modified prior to or subsequent to the beginning of the year to reflect changes that are necessary due to actual funding amounts received. If the contract(s) is extended after the first term, any budget amounts remaining from budgets at the end of the year may not be carried over and expended in the extended period. The carry-over of any funds is an item that must be negotiated with Workforce Tulsa and/or Fiscal Agent for the workforce area.

t. Price Adjustment

The contract(s) will have a provision relating to Price Adjustment. That provision will state that if the contract(s) was negotiated in reliance upon cost data supplied by the Contractor(s); the Fiscal Agent can adjust the price to exclude any significant

sum by which the price was increased because the Contractor(s) had submitted cost data in the original proposal which was not accurate, complete, or current.

u. Insurance

The contract(s) 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 prior to beginning the performance of work under the contract(s). The WIOA Fiscal Agent for the workforce area has a policy regarding insurance that is required of it and contractor(s). Those requirements will be included in the contract(s). Those requirements may include general liability coverage, fire/theft insurance on property, insurance for motor vehicles used by employees of the contractor(s), workers compensation, and blanket bond coverage.

v. EEO Requirements

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 assures compliance with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the party's 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 understands 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. OWDI 13-2017 Assurances Contracts, cooperative agreements, job

training plans, and policies and procedures must contain the nondiscrimination assurance specified in 29 CFR § 38.25 and 38.26. The nondiscrimination assurance must state the grant applicant **will “comply fully with the nondiscrimination and equal opportunity provisions of the WIOA”** (29 CFR Part 38 Preamble) and acknowledge the government’s right to seek judicial enforcement of the nondiscrimination assurance. Also, in accordance with 29 CFR § 38.25, each application for federal financial assistance under WIOA Title I must include the nondiscrimination assurance. Application for assistance is defined as the process by which required documentation is provided to the Governor, recipient, or the DOL prior to, and as a condition of, receiving federal financial assistance under WIOA Title I (including both new and continuing assistance).

w. Client Grievances

The contract(s) will include a provision that requires the Contractor(s) to adopt procedures for hearing and resolving grievances and complaints arising out of this contract(s), in conformity with Workforce Tulsa/Fiscal Agent's established policies.

The Contractor(s) agrees that any customer grievances initiated as a result of this contract(s) and left unsettled by Contractor’s grievance procedures shall be received and resolved in accordance with Workforce Tulsa/Fiscal Agent's Grievance Procedure. The Contractor(s) shall abide by Final Determinations issued under Workforce Tulsa/Fiscal Agent's grievance procedures.

The Contractor (s) agrees to inform all sub-recipient(s) of the availability of Contractor(s)’ grievance procedures, for use by contractor(s) in the event the contractor has no grievance procedures of its own.

x. Duplicate Funding

The contract(s) will have a provision requiring the Contractor(s) to agree that any Contractor(s) costs which are already allocated to other sources may not be included in the cost of the contract(s). The Contractor(s) must inform Workforce Tulsa/Fiscal Agent if the Contractor(s) applies for or receives funds which affect the cost or performance of work under this contract(s) and how the Contractor(s) plans to allocate duplicated funds. The local Workforce Tulsa/Fiscal Agent must have the right to renegotiate the contract(s) relative to the changed cost. This provision will notify the Contractor(s) that Workforce Tulsa’s federal funds can be used only to supplement training resources available through Education Assistance Programs. Workforce Tulsa 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.

y. Compliance with Law

The contract(s) will have a provision requiring the Contractor(s) to maintain compliance as follows:

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

- i. Applicable Federal Laws and appropriate OMB Circulars
- ii. Laws of the State of Oklahoma
- iii. WIOA Policies as adopted by the Oklahoma Office of Workforce
- iv. Local Laws
- v. The Workforce Tulsa's Local WIOA Plan
- vi. Workforce Tulsa Policies and Procedures
- vii. U. S. Department of Labor Statement 29 CFR 37.20 Regarding the Non-Discrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 1998.

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.

z. Reporting

The contract(s) that results from this RFP may have a requirement that the Contractor(s) make regular presentations to the Workforce Tulsa, Chief Elected Officials Consortium, or other similar groups. These reports may include information on Clients, customer needs identified, services being provided for Clients, employer needs, reports on progress that has been made on meeting the real time performance metrics, and similar types of information. While these reports may contain information not included in the performance measures previously mentioned, they are metrics required by Workforce Tulsa and important to the successful management of the WIOA programs.

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

aa. Program Income

The contract(s) will have a provision relating to Program Income. That provision will state that if the Contractor(s) receives any program income as a result of activities funded under this contract(s), the income must be properly accounted for and cannot be spent without advance Fiscal Agent approval. Program income must be accounted for according to the requirements of OMB Uniform Administrative

Requirements, policies of the WIOA Fiscal Agent, State of Oklahoma, and/or the WIOA Act and Regulations.

bb. Property/Capital Expenditures

The contract(s) will have a provision relating to Property/Capital Expenditures. That provision will state that the Contractor(s) shall follow their normal procedures in purchasing, renting, or leasing any property described in the Project Budget. Procurement procedures must follow the policies of the State of Oklahoma for WIOA as outlined in the policy guidance provided by the Oklahoma Office of Workforce (OWDI #10-2017). The provision will stipulate that the property must be handled in accordance with the Property policies of the State of Oklahoma. However, it is anticipated that the successful applicants will not be required to make any property or capital expenditures.

cc. Corrective Action

The contract(s) will have provisions describing processes relating to corrective actions. This provision will describe notices to the Contractor(s), corrective action steps, corrective action plans, timeframes, and similar provisions.

dd. Patent Rights

The contract(s) will have a provision relating to Patent Rights. That provision will state that if products are produced under this contract(s) to which a patent is granted, the patent rights shall belong to Fiscal Agent, the State of Oklahoma, or the U. S. Department of Labor. This provision shall not apply to products produced by the Contractor(s) other than this contract(s) and which are used in the performance of the work required by this contract(s).

ee. Disallowed Costs

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

ff. Contract(s) Administration

The contract(s) that results from this RFP will have certain requirements for contract(s) administration. The contract(s) or will be required to comply with appropriate OMB Circulars, State of Oklahoma policy guidance, and applicable local policy guidance from the Workforce Tulsa and/or WIOA Fiscal Agent. The proposer must have the technical competence and expertise in management and administration to properly administer the contract(s).

gg. Contractor(s) Self-Monitoring

The contract(s) 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 Workforce Tulsa as the WIOA Fiscal Agent will require the contractor(s) to submit periodic reports on its self-monitoring efforts.

hh. Contract(s) Type

The successful proposer may be offered a standard cost reimbursement and/or a performance-based contract(s) with the potential of profit, depending on the type of entity that is offered a contract(s). The successful proposer(s) will be a contractor of the Workforce Tulsa. The contractor chosen will be reimbursed for costs on a monthly basis. In the case of for-profit entities, profit will be paid on a quarterly basis.