

# Request for Proposal

RFP #WIOA-OSSO-07-13-2018

## WorkSource Pierce One-Stop System Operator

*Released By:*

### **WorkForce Central**

3640 South Cedar Street, Suite E  
Tacoma, WA 98409

**Issue Date:** July 13, 2018  
**Bidders Conference:** July 30, 2018  
**Due Date:** August 13, 2018, 5:00 P.M. (PST)

**Proposed Contract Period:** October 1, 2018 – September 30, 2019

#### **EQUAL OPPORTUNITY - EQUAL ACCESS**

WorkForce Central is an equal opportunity employer. Free auxiliary aids and services are available upon request for individuals with disabilities. Washington Relay Service - 711

**Request for Proposal**  
**RFP #WIOA-OSSO-07-13-2018**

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# **RFP #WIOA-OSSO-07-13-2018 ONE-STOP SYSTEM OPERATOR**

## **SECTION I**

### **A. Introduction and Purpose of the RFP**

The Pierce County Workforce Development Council (WDC) in partnership with the Pierce County and City of Tacoma Chief Local Elected Officials (CLEOs) are responsible for overseeing Pierce County's workforce development system, called WorkSource Pierce. Currently WorkSource Pierce is undergoing a transformative change. This change requires a paradigm shift in the delivery of workforce services. This transformation is being led by the WDC, which sets out, through this Request for Proposal (RFP), to design, implement and oversee key elements of the entire workforce system. Toward that end, WorkForce Central (WFC), on behalf of the WDC and its partners is issuing this RFP to further integrate all services within the WorkSource Pierce system.

This RFP is seeking proposals from qualified individuals, organizations or a consortium of partners, with demonstrated expertise and capacity to continue the transformation of the local service delivery system into one that is customer focused, relational, not just transactional, integrated, and offering comprehensive solutions to job seekers, workers and businesses. The WorkSource Pierce One-Stop System Operator (OSSO) will be a workforce development expert advisor and facilitator who will hold partners accountable to the system Memorandum of Understanding and Infrastructure Funding Agreement. In addition, the OSSO will review and approve all operational system processes and protocols as required to shift the local service delivery system towards full integration as envisioned in the Workforce Innovation and Opportunities Act (WIOA). This role requires not only a deep understanding of WIOA and Pierce County's local strategic plan, but requires neutrality, diplomacy, partnership orientation and an unbiased approach with all stakeholders.

WIOA was signed into law by President Barak Obama on July 22, 2014 and took effect on July 1, 2015. WIOA superseded the Workforce Investment Act of 1998 (WIA) and amended the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA is designed to strengthen and improve the nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers as well as help employers hire and retain skilled workers they need to compete in the global economy.

In passing WIOA, Congress reaffirmed the roles of the Workforce Development Boards (called WDCs in Washington State), and the one-stop center system (referred to as One-Stop American Job Centers in WIOA) as the cornerstone of the public workforce investment system, and brought together and enhanced several key employment, education and training programs. The WDC

collaborates with the Chief Local Elected Officials to create policy direction for the workforce development system which includes comprehensive service centers, partner affiliate sites, and connection satellite sites. These sites are the direct service access points for job seekers, workers, and employers.

Additional information pertaining to WIOA may be reviewed at the U.S. Department of Labor's WIOA resource page at [www.doleta.gov/wioa](http://www.doleta.gov/wioa). A link to the WFC Local Plan can be found at [www.workforce-central.org](http://www.workforce-central.org)

## **B. Background**

### **Pierce County Workforce Development Council's Vision, Mission, and Goals**

**Overall vision:** The transformed workforce development system is customer-focused, providing comprehensive solutions based on the individual circumstances of each customer—whether job seeker, worker, or business. The system is based on building long-term relationships with customers, not just transactions. The customer's overall experience and success are our highest priority.

WorkSource Pierce partners in all locations operate as a united team, providing exceptional customer service to assist businesses to find well-qualified, enthusiastic workers, and helping people find good jobs that lead to career growth.

**Mission:** The Workforce Development System mission is to provide access to and enhance delivery of workforce development services for job seekers, workers and businesses.

#### **WDC Goals:**

**Goal 1:** Develop, and implement innovative customer services and programs to unlock local talent, create self-sufficiency and increase the prosperity of the region.

**Goal 2:** Increase the engagement of business/employers through a value-added workforce system.

**Goal 3:** Strengthen integration and efficiency of the Pierce County Workforce Development System through the use of partnerships and technology.

## **C. The WorkSource Pierce One-Stop System Operator Scope of Work**

The WorkSource Pierce One-Stop System Operator will work with both WIOA and non-WIOA system partners to achieve the WDC's stated goals for the system in alignment with the local vision and mission.

The WorkSource Pierce One-Stop System Operator must be both strategic and operational when working with all system partners. The following are the specific roles and responsibilities:

**Strategic:**

1. Interact with all WIOA and non-WIOA partners in the design and implementation of a fully integrated service delivery system. This design must include:
  - a. Common data collection system, including customer satisfaction feedback
  - b. Information sharing
  - c. Cross agency training/professional development
  - d. Common referral system
  - e. Workforce skill standards (common set of “work readiness” competencies”)
  - f. Common technology including an integrated platform (for data entry, portal, eligibility applications, etc.)
  - g. Single point of contact, one system approach, for businesses to access services. This includes collaborating, and the provision of recruitment and other business services on behalf of employers of all sizes and sectors.
2. Represent all of the partners in the WorkSource Pierce system and be responsible for promoting and living the vision, mission and goals of the Pierce County WDC.
3. Effectively engage existing and newly developed WDC committees, taskforces, and WIOA partnerships in the transformation of the service delivery system.
4. Hold all WIOA required and non-required partners accountable to agreements that include but are not limited to the Memorandum of Understanding, Infrastructure Funding Agreement, and system wide commitments.
5. Understand and comply with WIOA, local, state and federal laws, policies, regulations, and guidance.

**Operational:**

1. Assist in the development, implementation and oversight of system standards/procedures/protocol to ensure exceptional customer experience for job seekers, workers, and businesses are met throughout the system. This includes a customer feedback and review system, a continuous quality improvement plan as well as a professional development plan.
2. Establish and enforce shared customer service standards.
3. Ensure that the look and feel of the WorkSource Pierce comprehensive center, partner affiliate sites and connection sites are welcoming and accessible to all.
4. Coordinate and facilitate operational conversations among partners to ensure a customer-centric and robust service delivery system. Be proactive in addressing partnership and system needs/issues.
5. Assist system partners in applying for certification within the WorkSource Pierce System.
6. Evaluate the system to ensure compliance & Continuous Quality Improvement (CQI) and develop and oversee corrective action plans as appropriate.
7. Develop mechanisms to track, validate and report on performance measures.

8. Create and provide reports to the WFC CEO and Executive Board, WDC, WorkSource Pierce System partners and other stakeholders as appropriate.
9. Review and approve processes and protocol with partners.
10. Be able to take on other duties as they become necessary due to the evolution of WIOA and the system/network.

#### **D. Location of the One-Stop System Operator**

The WorkSource Pierce System Operator is required to travel between the WorkSource Pierce Job Center and the affiliate and connection sites as necessary to ensure that the standards set for the system are maintained.

#### **E. Estimated Funding of WorkSource Pierce System Operator**

The anticipated funding range for services is between \$50,000.00 and \$75,000.00 per year. **All bidders must submit an annual budget and scope of work for an amount not to exceed \$75,000.00.**

## **SECTION II**

#### **A. Eligible Organizations**

Individuals and organizations eligible to submit proposals may fall within any of the following categories. Entities that are presently debarred, suspended, or proposed for debarment are not eligible to receive a contract.

- Private Individual
- Private for profit business
- Non-profit organization
- Business association
- Public agency
- A collaboration of any of the above entities with one organization designated as the lead agency and primary contractor.

#### **B. RFP Procurement**

WFC conducts all procurements in a manner providing full and open competition as required under 2 CFR 200, other federal and state laws and regulations and WFC Procurement policy. This RFP identifies all relevant requirements, evaluation factors, the technical review process and the scoring

point range. All proposals received on time and found to be responsive to the RFP will be evaluated on the technical, financial and organization of the proposal.

WFC reserves the right to revise any part of the RFP at any time before the submission deadline date if necessary. These revisions will become addendums to the RFP and will be posted on the WFC website: [www.workforce-central.org](http://www.workforce-central.org). Proposers are responsible for checking the website frequently to remain informed about the procurement process. Each proposer must amend its RFP package as necessary. Failure to acknowledge any addendum will result in disqualification of the proposal.

The entire cost for the preparation and delivery of the proposal or any related communication shall be at the expense of the proposer. A submitted proposal may be withdrawn by the proposer's written request to [procurement@workforce-central.org](mailto:procurement@workforce-central.org).

### **C. Timeline Submission and Minimum Requirements**

<b>Request for Proposals Issued</b>	<b>July 13, 2018</b>
<b>Bidders' Conference:</b>	<b>July 30, 2018</b>
<b>Deadline for Written Questions</b>	<b>August 3, 2018</b>
<b>Deadline for Receipt of Proposals</b>	<b>August 13, 2018 (5:00 PM PST)</b>
<b>Technical Review</b>	<b>August 14-16, 2018</b>
<b>Proposal Evaluations</b>	<b>August 20-31, 2018</b>
<b>Oral Interview</b>	<b>Week of September 3, 2018, if needed</b>
<b>Announcement of Successful Bidder</b>	<b>September 14, 2018</b>
<b>Contract Negotiation Begins</b>	<b>September 17, 2018</b>
<b>Contract Start</b>	<b>October 1, 2018</b>

### **D. Bidders' Conference**

A bidders' conference will be held on July 30, 2018 from 1:00 – 3:00 PM at 3640 Cedar Street, Suite E, Tacoma, WA 98409.



Additional questions about the RFP must be e-mailed to [procurement@workforce-central.org](mailto:procurement@workforce-central.org) on or before August 3, 2018. All questions received, including those asked at the bidders' conference, together with answers to those questions, will be posted online at [www.workforce-central.org](http://www.workforce-central.org).

## **E. Proposal Submission and Minimum Requirements**

To be considered for review, proposals must follow the instructions contained in this RFP, provide all information required in the Response Package and include all of the required attachments (signed and dated) by your organization's representative.

The successful bidder will be required to agree to the General Terms and Conditions contained in the WorkSource Pierce System Operator's contract and must also comply with all applicable federal and state laws and regulations and local policies established by the WDC.

## **F. Submission Instructions**

All proposals must be received at WorkForce Central **electronically (via email) by Monday, August 13, 2018 at 5:00 PM. Pacific Standard Time.** Proposals not received by this date and time will be automatically disqualified.

**Please submit proposals by email and include the RFP number found on the cover page in the title of the email to: [procurement@workforce-central.org](mailto:procurement@workforce-central.org)**

## **SECTION III**

### **A. Proposal's Technical Requirements**

In order to simplify the review process and obtain the maximum degree of comparison, the proposal must be organized as follows:

### **B. Proposal Content Requirements**

1. Proposal Cover Sheet with signed Certification – **(Required)**
2. Table of Contents – with page numbers **(Required)**
3. Proposal Narrative **(Required)**
  - a. Proposed WorkSource Pierce System Operator Activities – **Worth 45 Points** – Maximum of seven (7) pages
  - b. Demonstrated Ability and Past Performance (include experience in organization, relationship building, and collaboration) – **Worth 30 Points** – Maximum of two (2) pages

4. Budget – **Worth 10 Points** – Maximum of two (2) pages
  - a. Budget Narrative and Justification (**Required**)
5. Conflict of Interest – **Worth 15 Points** – Maximum of one (1) page
  - a. Provide evidence of relevant integrity firewalls and how real and perceived conflict of interest will be managed. Include your conflict of interest policy.
6. References – Maximum of one (1) Page
  - a. Provide three (3) references of organizational entities who have previously received your organization’s services. Include names, titles, contact information, services provided and a brief description of the outcomes of those working relationships. If the organization submitting a proposal is a consortium, each partner will need to submit at least one (1) reference, but no more than three (3).

### **C. Proposal Format Requirements**

Font: 12 point – Times New Roman  
Spacing: Double spaced  
Pages: Single sided and numbered (do not number the title page and table of contents)  
Margins: 1 inch  
Paper: 8 ½ x 11

### **D. Narratives and Budget**

1. WorkSource Pierce System Operator Activities – Worth 45 Points (Maximum of 7 pages)
  - a. The proposer should read and understand the vision, mission, and goals of the WorkSource Pierce System in Pierce County and the regulatory requirements outlined in WIOA.
  - b. Describe in detail how you will interact with all WIOA and non-WIOA partners in Pierce County, WA to design and implement each of the system wide integration elements below. Please be specific in your approach and methodology for each element. Include any direct experience you have had with designing, implementing and overseeing key elements of an integrated service delivery system. Describe partners with whom you have done this work.
    - i. Working with a common data collection system, including measuring customer satisfaction
    - ii. Information sharing
    - iii. Providing cross agency training/professional development
    - iv. Working with a common referral system
    - v. Working with Workforce skill standards (common set of “work readiness” competencies”)

- vi. Assisting in the creation and use of common technology including an integrated platform (for data entry, portal, eligibility applications, etc.)
- vii. Establishing a single point of contact, one system approach, for businesses to access services. This includes collaborating, recruitment and other business services on behalf of employers of all sizes and sectors.

2. Demonstrated Ability and Past Performance – 30 points (Maximum of 2 pages)

- a. Please describe in detail your capacity, expertise, and demonstrated knowledge and experience in the following:
  - As a subject matter expert, facilitation of multiple partners to reach workforce development related objectives/goals – include at a minimum, detailed examples of your approach, objectives/goals to be achieved, partners engaged, and outcomes.

3. Budget Section Requirements – Worth 10 points (Maximum of 1 page)

- a. The anticipated funding range for services is between \$50,000 and \$75,000 per year. All budgeted cost must be reasonable, allowable and necessary following cost categories and cost principles from 2 CFR 200, as appropriate. Proposer can provide any leverage available.
  - i. Please describe how you can effectively and efficiently implement the scope of work within the budget.
  - ii. Provide detail budget with a minimum separate line items for salaries and benefits, travel supplies, facilities, equipment and subcontracts. Please submit a budget worksheet using Appendix B.
  - iii. Discuss any leveraging that might be available.

4. Conflict of Interest Requirement – Worth 15 points (Maximum of 1 page)

It is the expectation that the WorkSource Pierce System Operator conducts himself/herself in an impartial manner, free from improper personal, financial, or political gains. Conflict of interest can arise, whether in perception or in reality, when the WorkSource Pierce System Operator is also a service delivery provider. To manage this issue, the successful bidder is required to declare all roles that directly or indirectly relate to the WorkSource Pierce system and install integrity firewalls to ensure that job seeker, worker and employer customers both receive counsel and information that is not biased toward any specific organization(s). Bidders will be asked to provide *evidence* of relevant integrity firewalls in their proposals that will be included in the scoring of proposals.

- a. Please provide evidence of your relevant integrity firewalls.

- b. Describe in detail what real and perceived conflict of interest may exist, and how these real and perceived conflict of interests will be managed. Include your conflict of interest policy.

## SECTION IV: Proposal Review and Evaluation, Award and Protest Procedure

### **A. Technical Review**

The Technical Review Team will review each proposal to ensure that all the technical requirements of the RFP have been met. Those proposals passing the technical review will be forwarded to the Evaluation Committee for further review, evaluation and scoring.

### **B. Evaluation, Scoring and Selection Process**

The proposal review and evaluation process will be conducted utilizing a fair and objective process that adheres to WFC’s Procurement Policy and all other applicable state and federal regulations. All proposals will be evaluated by impartial evaluators and scored using a scoring rubric.

<u>Section</u>	<u>Point Range</u>
Proposed One-Stop System Operator Activities	0-45
Demonstrated Ability & Past Performance	0-30
Budget	0-10
Conflict of Interest	<u>0-15</u>
Total Points Possible:	<u>100</u>

WFC may select a proposal based on the initial information received without modification; however, WFC reserves the right to request additional data, conduct oral interviews, and/or conduct a WFC management review of the evaluation process prior to making a recommendation of an award to the WDC and Executive Board. Proposers may be requested to participate in oral presentations. WFC staff will schedule the time and location for these interviews. The objectives of the oral interviews are to address areas of the proposal that may need additional clarification and/or to ensure that the proposer has the requisite ability, capacity, etc.

Proposers will also be evaluated on their demonstrated ability to provide services for the targeted population as indicated in this RFP as well as:

- The ability to successfully pass the review process to determine the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing.

- The ability to participate in an oral interview if deemed appropriate by WFC. The results of the oral interview may be considered when determining final funding recommendations.
- The ability to submit to a site inspection and/or telephone conference if deemed appropriate by WFC.

Note: Any bid may be rejected if it is determined to be in the best interest of the Pierce County Workforce Development Area.

### **C. Award Process**

Each Proposer submitting a proposal will be notified in writing of the WDC’s decision concerning their proposal. Formal notification to award contracts and the actual execution of a contract are subject to the following conditions:

- Approval by the WDC and the Executive Board.
- Receipt of WIOA funds from federal and state administering agencies.
- Continued availability of WIOA funds and availability of funds from contributing partners.

If during the selection process, WFC determines that the Proposer may not be able to fulfill contract expectations, WFC reserves the right to not enter into a contract with the organization, regardless of the ranking and/or approval of the applicant’s proposal.

WFC may require selected proposer to participate in negotiations and modify their proposals based on the outcome of those negotiations. WFC may decide not to fund part or all of the proposal, even though it is found to be in the competitive range, if in the opinion of WFC the services proposed are not needed, the goals of the proposal do not align with goals of WFC, or the costs are higher than WFC finds reasonable in relation to the overall funds available.

WFC reserves the right to modify or alter the requirements and standards as set forth in this RFP based on program requirements mandated by state or federal agencies. In such instances, WFC will not be held liable for provisions of the RFP package that becomes invalid.

Additional funds received by WFC may be used to expand existing contract or to fund competitively rated proposals not initially funded under this RFP. These decisions shall be at the discretion of WFC.

### **D. Debriefing of Unsuccessful Proposers**

Upon request, a debriefing conference will be conducted with an unsuccessful Proposer. **A written request for a debriefing conference must be emailed to [procurement@workforce-central.org](mailto:procurement@workforce-central.org)**

**within three (3) business days after the Notification of Unsuccessful Proposal letter is emailed to the Proposer.** WFC will acknowledge receipt of debriefing request within 3 business days.

Discussion will be limited to a critique of the requesting proposer's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

## **E. Protest Procedure**

This procedure is available to proposers who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the proposer is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests shall be submitted by email to [Procurement@workforce-central.org](mailto:Procurement@workforce-central.org).

Proposers protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to proposers under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests identifying an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the Evaluation Committee.
- Non-compliance with procedures described in the RFP document.

Protests not based on the above will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) agency's assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by WFC. The WFC Chief Executive Officer or her designee will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another proposer such proposer will be given an opportunity to submit its views and any relevant information on the protest.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the agency's action.
- Find only technical or harmless errors in the agency's acquisition process and determine the agency to be in substantial compliance and reject the protest.
- Find merit in the protest and provide the agency options which may include:
  - Correct the errors and re-evaluate all proposals.
  - Reissue the solicitation document and begin a new process.
  - Make other findings and determine other courses of action as appropriate.

If the agency determines that the protest is without merit, the agency will enter into a sub award with the apparent successful subrecipient. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **SECTION V: Disclaimers**

The following are disclaimers and general provisions of the Workforce Development Council of Pierce County/WorkForce Central.

1. This RFP is not in itself an offer of work, nor does it commit the Pierce County Workforce Development Council (WDC) or WorkForce Central (WFC) to fund any proposal submitted, nor is it liable for any costs incurred in the preparation or research of proposals.
2. All data, material, and documentation originated and prepared by the Proposer pursuant to the contract shall belong exclusively to the WDC and WFC and is subject to disclosure under the Freedom of Information Act.
3. Formal notification to award a sub award and the actual execution of a sub award are subject to the results of negotiations between selected proposers and WFC and continued availability of Workforce Innovation and Opportunity Act funds.
4. Any changes to the Workforce Innovation and Opportunity Act regulations and guidance, funding level or board direction may result in a change in the sub award. In such instances, the WDC and WFC will not be held liable for what is in the proposer's proposal or this Request for Proposals package.
5. Proposals submitted for funding consideration must be consistent with, and if funded, operated according to, the federal Workforce Innovation and Opportunity Act legislation, all applicable federal regulations, State of Washington policies and laws, and WDC policies and procedures.
6. Proposers selected for funding must also ensure compliance with the following, as applicable: U.S. DOL proposed regulations 29 CFR Parts 93, 37, 2 and 98; and Office of Management and Budget (OMB) 2 CFR 200 and 2 CFR 2900.
7. Additional funds received by the WDC/WFC may be contracted by expanding existing programs or by consideration of proposals not initially funded under this RFP, if such proposals were rated in the competitive range. These decisions shall be at the discretion of the



WDC/WFC.

8. The WDC/WFC may decide not to fund part or all of a proposal even though it is found to be in the competitive range if, in the opinion of the WDC/WFC, the services proposed are not needed, or the costs are higher than the WDC/WFC finds reasonable in relation to the overall funds available, or if past management concerns lead the WDC/WFC to believe that the proposer has undertaken services that it cannot successfully carry out.
9. The WDC/WFC may choose not to award a sub award to the proposers with lowest cost or highest rating when taking into account other factors such as balancing services to customers.
10. Any proposal approved for funding may be contingent on the results of a pre-award site visit conducted by WFC. This site visit will establish, to the WDC's/WFC's satisfaction, whether the proposer is capable of conducting and carrying out the provisions of the proposed sub award. If the results of the site visit indicate, in the opinion of the WDC/WFC, that the proposer may not be able to fulfill sub award expectations, the WDC/WFC reserves the right not to enter into sub award with the organization, regardless of WDC/WFC approval of the proposer's proposal.
11. The WDC/WFC is required to abide by all Workforce Innovation and Opportunity Act legislation and regulations. Therefore, the WDC/WFC reserves the right to modify or alter the requirements and standards set forth in this RFP based on program requirements mandated by state or federal agencies.
12. Proposers will be expected to adhere to WDC/WFC procedures to collect and verify data and submit required monthly reports as well as invoices to the WFC.
13. All proposers must ensure equal opportunity to all individuals. No individual in the Pierce County local area shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any Workforce Innovation and Opportunity Act funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, or political affiliation or belief.
14. All proposers must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
15. Proposers must accept liability for all aspects of any Workforce Innovation and Opportunity Act program conducted under sub award with the WFC. Proposers will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.
16. Reductions in the funding level of any sub award resulting from this solicitation process may be considered during the sub award period should a proposer fail to meet expenditure, participant, and/or outcome goals specified in the sub award or when anticipated funding is not forthcoming from federal or state governments.
17. Subrecipients will allow local, state, and federal representatives access to all its records and financial statements, Workforce Innovation and Opportunity Act records, program materials, staff, and customers. In addition, subrecipients are required to maintain all Workforce Innovation and Opportunity Act records for three years, beginning on the last day of the program year. (2 CFR 200.333-337).
18. The sub award will not be final until the WFC and the successful proposer have executed a mutually satisfactory contractual agreement. WFC reserves the right to make an award without



further discussion of the proposal submitted. No program activity may begin prior to final WFC Executive Board approval of the award and execution of a contractual agreement between the successful proposer and WFC.

19. The WDC/WFC reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.
  
20. The WDC/WFC reserves the right to determine both the number and the funding levels of sub awards finally awarded. Such determination will depend upon overall fund availability and other factors arising during the proposal review process. Bids submitted which are over the maximum amount of funds specified for this RFP will be rejected.

## **SECTION VI: Miscellaneous**

### **A. Commencement of Service Delivery**

The schedule provided herein allows one month of transition between contract execution and the beginning of the contract period. All contractors must be able to have the proposed program operational on October 1, 2018

### **B. Indemnification, Insurance & Bonding Insurance**

All contractors shall provide insurance coverage in adequate quantity to protect against legal liability arising out of contractual activities. Acceptable self-insurance is also permitted. Coverage must include:

- Commercial General Liability Insurance. Minimum limit for each occurrence: \$1,000,000;
- General Aggregate. Minimum limit: \$2,000,000;
- Business Auto Policy. Minimum limit: \$1,000,000;
- Professional Liability Insurance: Minimum limits per incident, loss or person: \$300,000

### **C. Bonding**

The Contractor shall ensure that every officer, director or employee who is authorized to act on behalf of the Contractor or any subcontractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss.

# APPENDICES

# Appendix A

## Qualifications Cover Page

### Application Cover Sheet

On behalf of:

\_\_\_\_\_  
Proposer Organization

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

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

### Certification

I certify that the information contained in this proposal fairly represents this entity and its operating plans and budget necessary to conduct the proposed WIOA One-Stop System Operator activities described herein. I acknowledge that I have read and understand the requirements of the RFP and that this entity is prepared to implement the proposed activities as described herein. I further certify that I am authorized to sign this proposal and any contractual agreement emanating therefrom on behalf of the entity submitting the proposal.

I certify further that no employee and/or Pierce County WDC member or officer of any governmental agency has any financial or other interest in this organization.

\_\_\_\_\_  
(SIGNATURE and DATE of Signatory Official) \_\_\_\_\_ Date

\_\_\_\_\_  
(Typed or Printed NAME and JOB TITLE of Signatory Official)

\_\_\_\_\_  
(E-mail and Phone Number)

**APPENDIX B**

**Budget Worksheet (1)**

<b>Submitted By:</b>	<b>One Stop System Operator</b>		
	<b>Contract Period October 1, 2018 to September 30, 2020</b>		
<b>PROGRAM PERSONNEL EXPENSES</b>	\$		
Salaries & Wages	\$		
Taxes & Benefits	\$		
<b>ADMINISTRATION EXPENSES (2)</b>	\$		
Personnel	\$		
Operational	\$		
<b>PROGRAM OPERATING EXPENSES (3)</b>	\$		
Supplies	\$		
Staff Travel	\$		
Occupancy (Rent & Utilities, Maintenance & Janitorial)	\$		
Equipment Rental & Maintenance	\$		
Equipment Purchase (add approval requirement information)	\$		
Staff Training	\$		
Insurance	\$		
<b>CUSTOMER EXPENSES</b>	\$		
Training	\$		
Paid WEX/OJT/Internship	\$		
Support Services	\$		
<b>TOTAL</b>	\$		

- (1) Total expense allocations using projections assuming full funding.
- (2) 10% of the total amount awarded may be used for administrative expenses.
- (3) Can include other allowable non-salary budget items, e.g., fringe benefits, audit cost, telephone, etc.

**APPENDIX C**  
**ONE STOP SYSTEM OPERATOR STAFF**  
**JOB DESCRIPTIONS**

Using this format, complete a separate Job Description for each Position/Job Classification that will provide WIOA services under the terms of this agreement, whether funded in full, in part, or not at all, with WIOA funds from this program. Please identify the following:

1. Job Title and Program
2. Describe actual job duties or tasks to be performed in relation to the above named WIOA program and job title (or attach job description).
3. Minimum education, experience, and qualifications of the person to perform the above job duties.
4. What is the anticipated amount of time this staff person will provide WIOA-funded services:
  - a. \_\_\_\_\_ hours per day
  - b. \_\_\_\_\_ hours per week
  - c. \_\_\_\_\_ office location(s)
5. What is the anticipated amount of time this staff person will provide WIOA-funded services:
  - a. \_\_\_\_\_ OSSO
  - b. \_\_\_\_\_ Others
6. Name of Immediate Supervisor: (If position needs to be filled, indicate this.)
7. Will the staff person(s) assigned to this position work in other sections/departments with the agency? If so, please describe.

**APPENDIX D**

**WORKFORCE CENTRAL  
ASSURANCES AND CERTIFICATIONS**

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related sub award(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by WorkForce Central without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the WorkForce Central whose duties relate (or did relate) to this proposal or prospective sub award, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the WorkForce Central will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the WFC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample sub award and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant the WorkForce Central the right to contact references and others, who may have pertinent information regarding the proposer's prior experience and ability to perform the services contemplated in this procurement.
11. I/we accept and will abide by WorkForce Central's Code of Conduct and Conflict of Interest as provided in Exhibit B.

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Signature of Proposer

Title

Date

## APPENDIX E

### WIOA ASSURANCES AND CERTIFICATIONS

As an organization requesting WIOA funding, we assure and certify that our organization will comply with the following provisions:

1. That it will exclusively use the statewide/regional brand name for the Pierce County workforce development system in lieu of traditional workforce development language and organizational names in the marketing and delivery of services and programs; furthermore, that it will credit the Pierce County Workforce Development Council and WorkForce Central for funding on all marketing and other collateral.
2. That it will consistently identify individual programs and activities in user-friendly terms.
3. That it will designate appropriate job titles for staff who work with WIOA customers and detailed job descriptions will be available for each job title. These job titles will consistently be used with external customers.
4. That it will maintain customer files according to local area policies and guidance and adhere to data validation expectations.
5. That it will fully comply with the requirements of the WIOA; all Federal regulations issued pursuant to the Act; the Washington State Strategic Plan; the WDC Strategic Plan; and Pierce County Workforce Development Area.
6. That it will administer the program in full compliance with safeguards against fraud and abuse as set forth in the law and regulations; that no portion of its program will in any way discriminate against, deny benefits or employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, sexual orientation, or political affiliation, or any other non-relevant factor.
7. That it will house all WIOA service provider staff at the career center to the greatest extent possible for which it receives a sub award and will accept all associated workforce roles and responsibilities.
8. That it will operate the program in full compliance with health and safety standards established under State and Federal law and that conditions of employment and training will be appropriate and reasonable in light of such factors as the type of work, geographical area, and proficiency of the customers.
9. That ineligible applicants will be referred to other appropriate services, including career services available at the career center.
10. That other resources will be exhausted prior to using WIOA funds.
11. That all WIOA customers participating in on-the-job training activities or individuals employed in other activities under WIOA be compensated at the same rates, including periodic increases and working conditions, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills and such rates shall be accordance with applicable law. In no event shall the wage be less than the applicable state or local minimum wage law.
12. That no customer will be employed to fill a job opening when any other person is on layoff from same or equivalent job, or when employer terminates the employment of any regular employee or otherwise reduces its workforce with the intention of filling vacancies with WIOA customers.

13. That no WIOA funds will be used for contributions on behalf of any customers to retirement systems or plans; to impair existing sub awards for services for collective bargaining agreements; to assist, promote, or deter union activities; or to displace any currently employed worker.
14. That reports to the WFC or its staff will be provided in a timely fashion, as requested.
15. That all customer information will be keyed into the client management information system, WorkSource Integrated Technology, in accordance with state and local policy, both in terms of content and timeframe expectations.
16. That eligibility verification will be completed and documented in accordance with Federal, State, and local policy.
17. That customer loans will not be made from WIOA funds.
18. That total project costs will not exceed the amount agreed upon during sub award negotiations and included in sub awards.
19. That it will coordinate training site visits by WFC staff and WDC members on request and will fully cooperate with monitoring reviews and other site visits by any representative of the WIOA.
20. That it will, in carrying out the sub award, refrain from activities involving either actual or the appearance of conflict of interest according to WFC Code of Conduct and Conflict of Interest Policy.
21. That it will adhere to the Washington State records retention policy and all WIOA financial and programmatic records (including customer files) will be maintained by each service provider for a minimum of five years from the date the program year audit is completed.
22. That it will have an annual single audit performed in accordance with current Federal regulations and that upon receipt of completed audit, subrecipient will submit a copy to the WFC/WDC within thirty days (30) unless a longer period is agreed to.
23. That it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352).
24. That it will comply with the nepotism provisions as they relate to federally funded programs;
25. That it will comply with the Immigration Reform and Control Act of 1986 by completing and maintaining on file an I-9 form for each customer receiving WIOA wages.
26. That it will comply with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (PL 91-646) which requires fair and equitable treatment of persons displaced as a result of federally assisted programs.
27. That the organization is not debarred, suspended, proposed for debarment, or declared ineligible from participation in this project.
28. That it does not use federal funds for lobbying purposes. If lobbying has occurred utilizing funds other than federal funds, the subrecipient agrees to file a disclosure report, if applicable.
29. That no funds will be used to develop or implement education curricula for school systems in the state as referenced.
30. That no WIOA funding will be used for sectarian activities and that employees paid from WIOA funds will not participate in sectarian religious activities in the execution of their job duties.
31. That no WIOA funds will be used to encourage or induce the relocation of a business.
32. That no WIOA funds will be used for customized or skill training and related activities after the relocation of a business until after 120 days.
33. That no WIOA funds will be used for foreign travel.
34. That no WIOA funds will be used to duplicate services available in the area.



35. That customers will not be charged fees for placements or referrals.
36. That no WIOA financial assistance will be provided to any program that involves political activities and the subrecipient agrees to comply with the provisions of the Hatch Act which limits the political activity of certain state and local government employees and enrollees in federally funded programs.
37. That all WIOA customers and WIOA funded staff are aware of grievance procedures and the subrecipient assures and certifies that the subrecipient has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from customers/enrollees, subrecipients and other interested parties.
38. The subrecipient will comply with Washington State Statutes, which prohibits public officials and employees from having a personal interest in any sub award to which s/he is also a party in an official capacity.
39. The subrecipient assures and certifies that it will comply with applicable provisions of the following laws as they relate to employment and training procedures:

The Drug Free Workplace Act	The Davis-Bacon Act
The Immigration Reform Act	Child Labor Laws
The American's with Disabilities Act	The Fair Labor Standards Act

Note: If all general Terms and Conditions changes, to include official WIOA guidance as well as 2 CRF 2900 and Super Circular 2 CFR 200 guidance have not been issued at the time the sub award is executed, a modification will be issued when new terms and conditions are issued.

For more information on WIOA visit <http://www.doleta.gov/WIOA>.

This is to certify that all specifications contained in the RFP have been read, understood, and addressed in the proposal; that the required format has been followed; that all of the information contained in this proposal is true and correct; that the subrecipient organization will comply with all of the above assurances; and that this proposal has been duly authorized by the governing body of the subrecipient organization.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date