



**Request for Proposal
RFP #WIOA-OSSO-10-15-2020**

WORKSOURCE PIERCE ONE-STOP SYSTEM OPERATOR

Release Date:
October 15, 2020

Due Date:
November 20, 2020, 5:00 PM PST

Performance Period:
January 25, 2021 – June 30, 2022

With the option to extend annually through June 30, 2025

Letter of Intent (Required): Due November 5, 2020 5:00PM PST

3640 South Cedar Street, Suite E, Tacoma, WA 98409

EQUAL OPPORTUNITY - EQUAL ACCESS

WorkForce Central is an equal opportunity employer/program. Auxiliary aids and services are available upon request by individuals with disabilities. Washington Relay Service – 711

Request for Proposal
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WorkSource Pierce One-Stop System Operator

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WORKSOURCE PIERCE ONE-STOP SYSTEM OPERATOR

SECTION I

A. 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. WorkForce Central is issuing this Request for Proposal (RFP), on behalf of the Pierce County WDC and CLEOs, to identify and select a qualified provider to serve as the WorkSource Pierce One-Stop System Operator (OSSO) in Pierce County, for Department of Labor (DOL) federal funds, under the [Workforce Innovation and Opportunity Act \(WIOA\)](#) (Public Law No: 113-128).

This RFP is seeking proposals from qualified individuals, organizations or a consortium of partners, with demonstrated expertise, neutrality and capacity to administer the local service delivery system to ensure it is customer focused, integrated, relational - not just transactional, and offers comprehensive solutions to job seekers, workers and businesses. The WorkSource Pierce OSSO will coordinate with WorkForce Central and its partners to minimize duplication and promote seamless integrated service delivery that aligns with the Washington State Workforce Plan, "Talent and Prosperity for All," and the Pierce County WDC's [Strategic Plan](#), [Operations Plan](#), and [Local Integrated Workforce Plan](#).

The OSSO will serve as a workforce development expert advisor and facilitator who will hold partners accountable to the system Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA). In addition, the OSSO will assist in reviewing operational system processes and protocols as required for a fully integrated local service delivery system as envisioned in the WIOA. This role requires knowledge and understanding of WIOA, Pierce County WDC's strategic and operations plans, and local needs and resources. The OSSO will demonstrate partnership orientation, commitment to equity, diplomacy, and an unbiased approach with all stakeholders.

Geographic Area: Pierce County, Washington
Subaward Start Date: No later than January 25, 2021
Initial Subaward End Date: June 30, 2022
Type of Subaward: Cost reimbursement contract

Proposed Subaward Amount: The proposed services will be funded under Title I of the WIOA to provide related services. For planning purposes, proposers should estimate WIOA funding of up to **\$225,000 for this RFP (up to \$150,000 annually)**. *This estimate is provided solely for guidance to proposers in preparing budget and cost proposal.*

Option to Extend: WorkForce Central reserves the right to increase the subaward amount and to extend subawards for another three years on an annual basis through June 30, 2025, based on future funding availability, additional proposed rule-making from the federal Department of Labor, community need, subrecipients' performance, and other factors.

B. Workforce Innovation and Opportunity Act (WIOA) Overview

On July 22, 2014 President Obama signed into law the Workforce Innovation and Opportunity Act (WIOA). WIOA is designed to improve and streamline access to federally funded employment, education, training, and support services. Every year the key programs that form the pillars of WIOA help tens of millions of job seekers and workers to connect to good jobs and acquire the skills and credentials needed to obtain them. The enactment of WIOA has provided an opportunity for reforms to ensure the WorkSource One-Stop Delivery System is job-driven, responding to the needs of employers and preparing workers for jobs that are available now and in the future.

WIOA has six main purposes:

1. Increase access to and opportunities for employment, education, training, and support services for individuals, particularly those with barriers to employment.
2. Support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system.
3. Improve the quality and labor market relevance of workforce investment, education, and economic development efforts.
4. Promote improvement in the structure and delivery of services.
5. Increase the prosperity of workers and employers.
6. Provide workforce development activities that increase employment, retention, and earnings of participants and that increase post-secondary credential attainment and as a result, improves the quality of the workforce, reduces welfare dependency, increases economic self-sufficiency, meets skills requirement of employers, and enhances productivity and competitiveness of the nation.

C. Subrecipient Designation

The awardee of this award will be a subrecipient. A *subrecipient* is a non-Federal entity that receives a subaward from a pass-through entity to carry out all or part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. (2 CFR §200.93 Subrecipient). A subrecipient must comply with all applicable uniform administrative requirements, cost principles and audit requirements. In this situation, the pass-through agency of the funds has a responsibility to monitor the subrecipient to ensure the grant funds are being used for authorized purposes and as required by the grant agreement and applicable regulations.

For more information, see: 2 CFR Part 200; 2 CFR Part 2900; TEGL 15-16; and ESD Policy 5250 Subrecipient/Contractor Pass-Through Entity Determination Requirements.

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

For more information on uniform guidance 2 CFR 200 and 2 CFR 2900, visit: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Or: <https://www.gpo.gov/fdsys/search/pagedetails.action?granuleId=CFR-2016-title2-vol1-part2900&packageId=CFR-2016-title2-vol1>

D. Washington State Strategic Workforce Plan “Talent and Prosperity for All”

Soon after the passage of WIOA, Governor Jay Inslee directed the Workforce Training and Education Coordinating Board (Workforce Board) to work with the system’s stakeholders to shape Washington State’s Workforce Plan, “Talent and Prosperity for All” (State Plan), toward three goals to maximize the workforce system’s impact:

- Help more people find and keep jobs that lead to economic self-sufficiency, with a focus on disadvantaged populations.
- Close skill gaps for employers with a focus on in-demand industry sectors and occupations, including through apprenticeships.
- Work together as a single, seamless team.

In designing the State Plan, the Workforce Board embraced WIOA as a chance to improve service delivery and remove barriers for all individuals with barriers to employment, not just those populations covered by the Americans with Disabilities Act. WIOA Section 3 (24) identifies the following individuals with barriers to employment:

- Displaced homemaker
- Low-income individuals
- Native Americans, Alaska Natives and Native Hawaiians
- Individual with disabilities
- Older individuals
- Individuals with prior justice system involvement
- People experiencing homelessness
- Youth who are in or have aged out of the foster care system.
- Individuals who are English language learners, have low levels of English literacy or are facing substantial cultural barriers
- Eligible migrant and seasonal farm workers
- Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act
- Single parents (including pregnant women)
- Individuals who are long-term unemployed

For more information about Washington State’s “Talent and Prosperity for All: The Strategic Plan for Unlocking Washington’s Workforce Potential”, go to: [Washington Workforce Training and Education Coordinating Board](#).

SECTION II

A. WIOA Local Governing Body: Pierce County Workforce Development Council (WDC), WorkForce Central Executive Board, and WorkForce Central

An inter-local agreement between the City of Tacoma and Pierce County provides the foundation for workforce development initiatives across Pierce County. Elected officials from the City of Tacoma and Pierce County, as well as a representative of business, form our governing body, the Executive Board, which works closely with and appoints members to the Pierce County Workforce Development Council (WDC). Together, their mission is to ensure coordination of the WorkSource Pierce workforce system.

The Governor-certified Pierce County WDC is a business-led council comprised of community leaders with expertise in the public, private and philanthropic sectors. With a wealth of expertise, the Pierce County WDC works side-by-side with the Chief Local Elected Officials to address workforce deficiencies, upskill workers, to develop potential employees, and ensure the workforce system offers the highest quality service to its customers. WorkForce Central, established as Tacoma-Pierce County Employment & Training Consortium in 1982, fulfills the vision of the Chief Local Elected Officials and the Pierce County WDC.

In partnership with the Executive Board, the Pierce County WDC and WorkForce Central have established the [Local Integrated Workforce Plan](#) that strategically supports the State’s “Talent and Prosperity for All” plan and the full implementation of WIOA, including the integrated service delivery system. The local service delivery area encompasses incorporated and unincorporated Pierce County.

B. Pierce County Workforce Development Council Vision, Mission, Values and Objectives

Vision: Economic prosperity for our customers and the region.

Mission: Provide easy access to and enhance delivery of workforce development services for individuals and businesses.

Core Values: We believe in the following shared principles, beliefs, and priorities:

- Empowerment - We support our customers in gaining the skills and confidence to make choices right for them and their families.
- Innovation - We embrace on-going innovation, creativity, and change for achieving continuous improvement and growth.
- Results - We deliver our very best in all we do, holding ourselves accountable for results.
- Respect - We treat our team members, customers, and partners with mutual respect and sensitivity, recognizing the importance of diversity. We respect all individuals and value their contributions.
- Stewardship - We are stewards of the public trust and take seriously our responsibility for fiscal management.
- Social Justice - We will actively work to undo the historic harm done to communities of color throughout Pierce County by targeting our financial and strategic resources to those communities. We will purposefully identify, discuss, and challenge issues of race and color and the impact(s) they have on our organization, each partner organization, its respective systems, and the people we serve, with an aim toward active contributions to racial and gender equity along the way. We will continually challenge ourselves to understand and correct the inequities we discover within the workforce development system, gain a better understanding of ourselves during this intentional process, and work to ensure that power is shared among all stakeholders in our community.

Objectives

- 1) Increase business engagement with the workforce system.
- 2) Create an integrated system that is aligned to the goals.
- 3) Expand and improve the talent pipeline of disconnected young adults and adults to quality jobs.
- 4) Support individuals to gain employment through a system of wrap around services that is responsive to their diverse experience and needs.

SECTION III

A. Solicitation Timetable

Request for Proposal (RFP) Release	October 15, 2020
Bidders' Conference	October 29, 2020, 1:00pm-2:30pm PST
Letter of Intent (LOI) Due	November 5, 2020, 5pm PST
Deadline for Written Questions Email questions with RFP number in title to: procurement@workforce-central.org Questions and answers will be posted to WorkForce Central's website: https://workforce-central.org/	November 12, 2020, 5pm PST
Proposal Package Due Email proposal package with RFP number in title to: procurement@workforce-central.org	November 20, 2020, 5pm PST
Technical Review	November 23-24, 2020
Evaluation of Proposals & Oral Presentations	November 25, 2020 - December 11, 2020
Announcement of Award	No later than December 17, 2020
Subaward Negotiations and Development	December 18, 2020 – January 22, 2021
Subaward Starts	January 25, 2021

B. Eligible Entities

The WorkSource Pierce One-Stop System Operator must be an entity (public, private, or nonprofit), or a consortium of entities that includes at least three (3) of the required One-Stop partners with demonstrated effectiveness, located in Pierce County. Such entities may include:

- Government agencies or governmental units, such as local or county governments, school districts, state agencies, and federal WIOA partners.
- Employment Service State agencies under Wagner-Peyser Act, amended by title III of WIOA.
- Indian Tribes, tribal organizations, Alaska Native entities, Indian-controlled organizations serving Indians, or Native Hawaiian organizations (collectively referred to as "Indian Tribes").
- 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 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.
- Local WDBs, if approved by the Chief Elected Official (CEO) and the Governor as required in WIOA sec. 107(g)(2).

C. WorkForce Central Procurement

WorkForce Central 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 WorkForce Central Procurement Policy. This RFP identifies all relevant requirements, evaluation factors, technical review process, scoring point range, and selection process. Technical, financial, and organizational evaluation will be completed for all proposals received by **November 20, 2020, 5:00 PM PST** and found to be responsive to this RFP.

WorkForce Central 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 WorkForce Central website: 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.

A submitted proposal may be withdrawn by a written request to procurement@workforce-central.org.

D. Letter of Intent Requirements

Entities planning to respond to this RFP must submit a Letter of Intent (LOI) to procurement@workforce-central.org by **November 5, 2020** with the RFP number in the subject line of the email. The LOI may be submitted as an attachment or included in the body of an email and must include the organization's name, point person name, and contact information. If the LOI is not received, proposal will be automatically disqualified.

E. Proposal Submission Instructions and Minimum Requirements

To be considered for review, proposals must follow the instructions in this RFP, provide the information required in the response package, and include all required attachments (signed and dated) by your organization's representative. The successful proposer will be required to agree to the General Terms and Conditions in WorkForce Central's contract and must also comply with all applicable federal and state laws and regulations, and local policies established by the Pierce County WDC.

Please submit proposals by email to procurement@workforce-central.org and include the RFP number in the title of the email. The proposal must be emailed as one PDF document that includes all attachments. All proposals must be received before **November 20, 2020 at 5:00 PM PST**. Proposals not submitted by this date and time will be automatically disqualified.

F. Bidders' Conference and Written Questions

A bidders' conference will be held **October 29, 2020 from 1:00 PM – 2:30 PM, PST**. This will be a virtual meeting due to COVID-19; interested parties must request an Outlook meeting invitation containing the meeting link. Please email procurement@workforce-central.org, with the RFP number in the title, to request an invitation.

Additional written questions about the RFP must be emailed to procurement@workforce-central.org by **November 12, 2020**, with the RFP number in the email title. All questions received and WorkForce Central's responses, including those from the bidders' conference, will be posted online at www.workforce-central.org.

G. Incurred Proposal Costs

The entire cost for the preparation and delivery of the proposal or any related communication shall be at the expense of the proposer.

H. Withdrawal

A submitted proposal may be withdrawn by a written request to procurement@workforce-central.org.

I. Termination Due to Non-Availability of Funds

When funds are not appropriated or are otherwise unavailable to the Pierce County Workforce Development Council to support continuation of this RFP or any subaward(s) herein, they shall be cancelled as of the effective date set forth in the termination notice.

J. Negotiation/Discussion

WorkForce Central and the Chief Local Elected Officials/Pierce County WDC reserve the right to conduct discussions with proposers in order to ensure a full understanding of the proposal.

Selection of an entity as a WorkSource Pierce One-Stop System Operator does not constitute approval of the subaward proposal as submitted. Before the subaward is awarded, WorkForce Central may enter into negotiations about such items to include, but not be limited to, service components, allowable activities, staffing, funding levels and administrative systems in place to support implementation. If the negotiations do not result in a mutually acceptable submission, WorkForce Central reserves the right to terminate the negotiations and decline to fund the proposal. Proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revisions concerning their proposals.

K. Misrepresentation

If, in the course of the RFP process, it is determined that the proposer has made a false statement, misrepresentation or that inaccurate information has been provided, the proposer may be terminated from the RFP process.

L. Disallowed Costs

The subrecipient (s) selected as a result of this RFP must have sufficient funds available to reimburse any determined disallowed costs that occur during the subaward period.

M. Monitoring

Oversight and monitoring are integral functions of WorkForce Central to ensure the OSSO's compliance with the requirements of WIOA, the activities per the Statement of Work, performance reporting requirements, and the terms and conditions of the contract governing the OSSO. Monitoring will include a compliance review of the requirements of WIOA, the Uniform Guidance at 2 CFR part 200 and 2 CFR part 2900, and the terms and condition of the contract with the OSSO.

N. Assurances and Certifications

The WorkSource Pierce One-Stop System Operator selected from this RFP must complete the certifications and assurances (Appendix D & E) stating they will comply with all federal, state, and local requirements and all applicable WIOA regulations.

O. Reports

Routine monthly and quarterly written reports will be required. Specific required reports will be discussed during the negotiation process. OSSO must have the capability of generating and/or providing required reports. Other reports may be required during the subaward period.

P. Conflict of Interest

Every reasonable course of action will be taken by the selected entity to maintain the integrity of subaward expenditures and to avoid any favoritism or illegal conduct. The subaward from this RFP will be administered in an impartial manner, free from improper personal, financial, or political gain.

SECTION IV: SERVICES DESCRIPTION

A. WorkSource Pierce One-Stop System Operator Scope of Work

The OSSO will utilize strategic, operational, and exceptional customer service skills to collaborate with WorkForce Central, the Pierce County WDC, and WIOA and non-WIOA system partners to achieve the Pierce County WDC's objectives for the system in alignment with the local vision, mission, and core values. The OSSO will report directly to WorkForce Central Leadership and maintain regular coordination and communication with WorkForce Central. The OSSO will also be accountable to all WorkSource Pierce One-Stop System partners, while maintaining strict neutrality and impartiality. The OSSO role and responsibilities are described below.

- 1) Interact with all WIOA and non-WIOA partners in the design, implementation, and oversight of a fully integrated service delivery system. This design must include information sharing, cross agency training/professional development, common referral system, workforce skill standards (common set of "work readiness") competencies, common technology including an

integrated platform as agreed to by system partners. Partner with WorkForce Central on common data collection systems.

- 2) Equally represent all the partners in the WorkSource Pierce One-Stop System and be responsible for promoting and living the vision, mission, and goals of the Pierce County WorkForce Development Council.
- 3) In partnership with WorkForce Central leadership, form, expand, and coordinate regional committees to address the needs affecting the Pierce WorkSource One-Stop System. Committees might be internally facing (e.g., staff development, hospitality, integrated service delivery) or customer facing (e.g. marketing, accessibility, safety, continuous improvement, and aesthetics).
- 4) In partnership with WorkForce Central leadership and the system Leadership team, the OSSO will co-design, negotiate and maintain an Infrastructure Sharing Agreement (IFA) as necessary to ensure partners contribute their share WorkSource Pierce One-Stop System costs, and will ensure that all shared costs are transparent to all partners. This includes researching and staying current with best-practices and equitable methodology for designing agreements.
- 5) Ensure WorkSource Pierce One-Stop System partners continue to align through the lens of integrated services, facilitate processes that leverage, connect, and integrate services across partners in the system.
- 6) Understand and comply with WIOA, local, state, federal laws, policies, regulations, and guidance.
- 7) Provide training and technical assistance in the development, implementation, and oversight of WorkSource Pierce One-Stop System standards/procedures/protocol to ensure exceptional customer experience for jobseekers, workers, and businesses are met throughout the system.
- 8) Uses strong customer-centric abilities to ensure that the look and feel of the WorkSource Pierce comprehensive center, partner affiliate sites and connection sites are welcoming and accessible. Serve as intermediary point of contact for partner facilities and shared assets.
- 9) Coordinate and facilitate operational conversations among partners to ensure a customer-centric and robust services delivery system. Be proactive in addressing partnership and system needs/issues.
- 10) Ensure all Americans with Disabilities Act requirements are met and managed as required by WIOA.
- 11) Create and provide reports to WorkForce Central, Executive Board, Pierce County WDC, WorkSource Pierce system partners and other stakeholders as appropriate.
- 12) Promote the services of the WorkSource Pierce One-Stop System center and sites, including development of marketing and outreach materials and management of the center social media with the support of WorkForce Central and Leadership team.
- 13) Oversee day-to-day operations of the WorkSource Pierce One-Stop System comprehensive center, including scheduling staffing patterns for greeting and facilitation, coordinating room reservations for the center and community partners (job fairs, large hiring events, community meetings, tours of visitors and dignitaries) and other center-based staffing responsibilities.

- 14) Conduct root cause analysis and engage with team members to provide day-to-day feedback regarding customer engagement. May provide functional oversight or guidance to partner staff within this realm.
- 15) Facilitate Equal Opportunity monitoring, hosting monitors, and responding to monitoring reports and ensures satisfactory results from monitoring visits for compliance.
- 16) Participate in ensuring policies are current, reviewed yearly, and remains in compliance with federal, state, and local policies.
- 17) Provide functional leadership to the WorkSource Pierce One-Stop System comprehensive center front-line staff in the areas of customer engagement, universal service access within the resource room, customer service delivery, and contract compliance as outlined within the Memorandum of Understanding (MOU).
- 18) Responsible for training all WorkSource Pierce One-Stop System comprehensive center staff on the essential functions of the center, resource room service delivery, shared standards outlined within the WorkSource handbook, center policies, top quality customer service expectations, and new employee orientation activities.
- 19) Ensure technology is functional and current and that equipment is maintained and appropriately secured.
- 20) Oversee the WorkSource Pierce One-Stop System comprehensive center calendar to ensure all classes and activities are adequately staffed and offered appropriately.
- 21) Maintain WorkSource Pierce One-Stop System comprehensive center hours, opening and closing, posting notices, and providing community flexibility for WorkSource hours and services as applicable and necessary for connection and affiliate work and service delivery.
- 22) Provide and/or assist in training WorkSource Pierce One-Stop System comprehensive center staff to ensure compliance with policies, procedures, and practices. Assist in coordinating WorkSource Pierce One-Stop System comprehensive center all staff meetings.
- 23) May assist in routine functional supervision of WorkSource Pierce One-Stop System comprehensive center staff and maintain availability of office equipment and other supplies to guests and staff.
- 24) May facilitate resolution of routine or occasional janitorial, parking, building security and safety matters when related to universal access and resources.
- 25) Conduct performance analyses to identify performance improvement opportunities for the WorkSource Pierce One-Stop System and ensure lean operating processes that result in compliance with policies and customer service delivery expectations.
- 26) Participate with WorkSource Pierce One-Stop System partners in Continuous Quality Improvement (CQI) surveying, data collection and analysis to improve system and services.

B. One-Stop System Operator Disallowed Roles

Per WIOA and associated guidance, the OSSO may not perform the following:

- Develop, manage, or conduct the competitive procurement of service providers in which it intends to compete.

- Convene system stakeholders to assist in the development of the local plan.
- Prepare and submit local plans (as required under sec. 107 of WIOA).
- Develop, manage, or participate, other than as a respondent, in the competitive selection process for One-Stop System Operators.
- Select or terminate One-Stop System Operators or WIOA Title I service providers.
- Perform monitoring or evaluation functions of itself or any WIOA partners.
- Negotiate local performance accountability measures.
- Develop and/or submit a budget for activities of the Pierce County WDC.
- Establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term career and training services.

C. WorkSource System Policies

For information about WorkSource policies and standards, please visit the [Workforce Professionals Center](#). Links to specific Training and Employment Guidance Letters (TEGL) are provided below.

TEGL 04-15: [Vision for the One-Stop Delivery System under WIOA](#)

TEGL 08-15: [Operating Guidance for WIOA](#)

TEGL 10-16 Change 1: [Performance Accountability](#)

TEGL 15-16: Selection of One-Stop Operators [Selection of One-Stop Operators](#)

TEGL 16-16: One-Stop Operator Guidance for American Job Center Network [One-Stop Operator Guidance for American Job Center Network](#)

TEGL 19-14: Vision for the Workforce System and Initial Implementation of WIOA [Vision for the Workforce System and Initial Implementation of WIOA](#)

D. Location of the WorkSource Pierce One-Stop System Operator

The OSSO will be expected to have a full-time presence at the WorkSource Pierce One-Stop Center, located at 2121 South State Street, Tacoma, WA 98402, and will also spend time at the two (2) partner affiliate sites and eighteen (18) connection sites throughout Pierce County. The OSSO must have technological capacity for executing responsibilities virtually if WorkSource Pierce One-Stop Center closures are required due to a pandemic or other circumstance that arise.

E. WorkSource Pierce One-Stop System Operator Preferred Qualities & Values

Partnership and Collaboration: Prioritizes strong partnerships, aims to collaborate in a facilitative way, always works towards the win-win.

Customer Service Focus: Unwavering dedication to delivering excellent services to all WorkSource Pierce One-Stop System customers – job seekers, workers, and businesses; also considers partners and colleagues as customers.

Systems Orientation: Ability to see, facilitate and build connections through a systems lens, looking beyond just programs.

Anti-Racism: Commitment to anti-racism and equity that includes demonstrated knowledge of and experience in effective strategies.

Facilitative Leadership: Assists others in reaching their goals; does not require center stage.

Commitment to Access: Believes in and works towards a no wrong door approach; strives to eliminate barriers and reach new audiences.

Neutrality: Works on behalf of and is equally accountable to all WorkSource Pierce partners. Provides services in an equitable fashion and refrains from bias and partiality in thinking, decisions, influence, and actions when engaged in and representing the WorkSource Pierce One-Stop System.

Lived Experience: Personal experience that aligns with customers' challenges and needs is valued, in addition to professional experience.

Mediator: Conflict resolution and mediation skills at the organizational and individual levels.

Sustainability: Proactively facilitates planning that builds long-term strategies and resources.

Motivation: Excited to help the WorkSource Pierce One-Stop System reach its full potential as the backbone of the workforce development system in our community.

SECTION V: PROPOSAL TECHNICAL REQUIREMENTS

A. Required Letter of Intent (LOI) Submitted no later than November 5, 2020, 5pm PST

B. Proposal Content Requirements

In order to simplify the review process and obtain the maximum degree of comparison between proposals, the proposal must include all items below (unless noted otherwise) and must be organized in the order shown below:

1. Proposal Cover Sheet with signed certification – Appendix A
2. Table of Contents with page numbers
3. Proposal Narrative (Total of 100 Points)
 - WorkSource Pierce One-Stop System Operator Services (40 Points)
 - Demonstrated Ability and Past Performance (40 Points)
 - Conflict of Interest (5 Points)
 - Provide evidence of relevant integrity firewalls and how real and perceived conflict of interest will be managed. Attach your conflict of interest policy, or statement of intent to have this policy implemented prior to execution of the subaward.
 - Budget (15 Points)
 - Budget Narrative
 - Budget Worksheet – Appendix B
 - Organizational Chart
 - Job Description Form – Appendix C
 - Audit Report, or most recent financial statements if no annual audits
 - Business License, if applicable
4. WorkForce Central Assurances and Certification – Appendix D
5. WIOA Assurances and Certification – Appendix E
6. References

- Provide three (3) references of organizational entities who have received your entity's services. Include names, titles, contact information, services provided and a brief description of the outcomes of those working relationships. If the entity submitting a proposal is a consortium, each partner will need to submit at least one (1) reference, but no more than three (3).
7. Optional Attachments: Additional information that supports the proposal (maximum 5 pages)

C. Proposal Format Requirements

Font: 11-12 point, Times New Roman

Pages: Single sided and numbered

Paper: 8 ½ x 11 inch

Maximum Page Limit of the Proposal Narrative: 15 pages (not including attachments)

SECTION VI: PROPOSAL NARRATIVE AND BUDGET

The proposer is advised to read and understand the vision, mission, values, and objectives of the Pierce County WDC, and WIOA regulatory requirements, to provide context for the following questions. Please include questions before the responses in the narrative portions of your proposal.

A. WorkSource Pierce One-Stop System Operator Services (40 points)

1. Describe in detail how you will interact with all WIOA and non-WIOA partners in Pierce County to implement and continuously improve each of the system-wide integration elements listed below. Please be specific in outlining your approach and methodology for each element. Include any direct experience with designing, implementing, and overseeing these elements of an integrated service delivery system. Describe partners with whom you have done this work and your respective roles. (10 points)
 - Work with a common data collection system, including measuring customer satisfaction
 - Facilitate information sharing across organizations and systems
 - Provide or coordinate cross agency training/professional development
 - Build and improve a common referral system
 - Develop and use shared workforce skill standards (work readiness competencies)
 - Implement shared technology, including an integrated platform (such as for data entry, portal, eligibility applications, etc.)
2. Share your beliefs and values about workforce development, including if and how lived experience has influenced you. How will your beliefs and values guide and motivate your role as the One-Stop System Operator? (5 points)
3. Describe strategies and ideas you will help develop, promote, and initiate to improve access to services at the WorkSource Pierce One-Stop Center, affiliate sites, and connection sites. (5 points)
4. How will you champion and help to infuse anti-racism, equity and inclusion into WorkSource Pierce One-Stop System's policies, practices, and culture? (5 points)

5. Briefly summarize your knowledge, experience, and professional network in Pierce County, the Puget Sound region, and Washington State. How will you leverage these to improve services and outcomes for the WorkSource Pierce One-Stop System? If you are a current WorkSource Pierce System Partner, or have professional relationships with WorkSource Pierce System Partners, please describe how you will demonstrate neutrality in a role that supports the entire system. (5 points)
6. Describe your understanding of systems approach, your experience with building and improving systems, and how you will utilize a systems approach as the WorkSource Pierce One-Stop Service Operator. (5 points)
7. Share your history of success in developing sustainable partnerships, processes, and resources and describe how you will apply your acquired knowledge and experience to create enduring assets for the WorkSource Pierce One-Stop System. (5 points)

B. Demonstrated Ability and Past Performance (40 points)

1. Describe your mission, services provided, current customer base, funding sources, and funding stability. How does your proposal to serve as the OSSO align with your mission, goals, skills, and capacity? (10 points)
2. Share your history of operating and managing a workforce development system, or other system of similar size and scope to the WorkSource Pierce One-Stop System, including years of experience, performance achievements, and challenges overcome. If applicable, please describe specific experience and outcomes involving customer employment and training needs. (10 points)
3. Describe your experience and demonstrated success as a facilitative leader for partnerships, both generally and in the specific areas listed below. (10 points)
 - Keeping partners actively engaged
 - Maintaining awareness of and respect for partners' varying needs and goals
 - Holding partners accountable to commitments and shared agreements
 - Proactive mediation and conflict mitigation or resolution
 - Avoiding conflicts of interest and maintaining neutrality
4. Describe demonstrated ability and knowledge in the following areas, clearly articulating years and depth of experience, specific approach, measurable outcomes, notable achievements, and any relevant credentials. (10 points)
 - Improving customer service
 - Integrating anti-racism and equity into policies, processes, and culture
 - Expanding services to new groups (e.g. geographic, virtual services, reducing barriers)
 - Providing and/or coordinating training and presentations
 - Collaboratively developing policies, procedures, and processes
 - Building operations and facility management
 - Compliance monitoring, preparation, hosting, and follow-up
 - Continuous quality improvement

C. Conflict of Interest (5 points total for all items)

Exhibit A contains the Pierce County WDC's Conflict of Interest Policy. The OSSO is expected to conduct themselves 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 OSSO is also a service delivery provider. To manage this issue, the proposer 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 business customers receive counsel and information that is not biased toward any specific organization(s). Proposers are asked to provide evidence of relevant integrity firewalls in their proposals.

1. Please explain your plan to comply with our Conflict of Interest Policy, specifically addressing items 1, 8, and 9 listed below as it relates to your organization.
 - Item #1: Each subrecipient must maintain a written code of standards or conduct governing the performance of persons engaged in the award and administration of WIOA subawards.
 - Item #8: Subrecipient must disclose potential conflicts of interest arising from relationships with training providers and other service providers. [WIOA Section 121 (d) (4)]
 - Item #9: Any organization that has been selected, or otherwise designated to perform more than one function related to WIOA, must develop a written plan that clarifies how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and this conflict of interest policy. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within that single entity performing multiple functions. The plan must be agreed to by both the Pierce County WDC and the Executive Board.
2. Describe in detail any real and perceived conflicts of interest that may currently exist and how these will be managed. If you are a current WorkSource Pierce System Partner or have professional relationships with WorkSource Pierce System Partners, please specifically address how you will manage current or potential conflicts of interest.
3. Provide evidence of your relevant integrity firewalls.
4. Attach your conflict of interest policy, or statement of intent to have a conflict of interest policy implemented prior to the execution of the subaward.

D. Budget Section Requirements (15 points)

The maximum funding for OSSO services through this RFP is **\$225,000**. All budgeted costs must be reasonable, allowable, and necessary, following cost categories and cost principles from 2 CFR 200, as appropriate. Proposers are encouraged to provide any leverage available.

1. Budget Narrative (6 points)
 - Describe how you will effectively and efficiently implement the scope of work within the budget.
 - State that all costs included are reasonable, allowable, necessary, and allocable among the cost categories using cost principles from 2 CFR 200 and CFR 2900, as appropriate.

- Provide a brief narrative description and cost breakdown of all expenses in the Budget Worksheet. Please include sufficient details to enable assessment of cost reasonableness.
 - Describe any leveraged funds and resources that might be available.
 - Provide and explain an organizational chart, if applicable.
2. Budget Worksheet – Appendix B (6 points)
 3. Provide information about organization staff who will provide OSSO services, using the One-Stop System Operator Job Description Form – Appendix C. (2 points)
 4. Attachments (1 point)
 - Provide a copy of your most recent audit report. If you do not have annual audits, attach a copy of your most recent financial statements.
 - Provide a copy of your business license, if applicable.

SECTION VII: PROPOSAL REVIEW AND EVALUATION

A. Technical Review

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

B. Selection Process

The proposal review and evaluation process will be conducted utilizing a fair and objective process that adheres to WorkForce Central’s Procurement Policy and all other applicable state and federal regulations. All proposals will be evaluated by a team of impartial evaluators.

C. Evaluation Scoring

Proposals received by due date and passing technical review will be scored using the following rubric.

SECTION	POINT RANGE
Proposed WorkSource Pierce One-Stop System Operator Services	0 – 40
Question 1: Collaborating to Achieve Integrated Service Delivery System	10
Question 2: Beliefs, Values, Lived Experience & Impact on Planned Approach	5
Question 3: Improving Access to Services	5
Question 4: Building Anti-Racism, Equity & Inclusion	5
Question 5: Leveraging Local and State Knowledge, Experience & Network	5
Question 6: Using a Systems Approach	5
Question 7: Creating Sustainable Partnerships, Processes & Resources	5

Demonstrated Ability & Past Performance	0 – 40
Question 1: Services & Financial Info and Alignment with OSSO Role	10
Question 2: System Operation Experience, Including Workforce Development	10
Question 3: Facilitative Leadership for Partnerships	10
Question 4: Demonstrated Ability in OSSO Competencies	10
Conflict of Interest (All 4 items complete)	0 – 5
Budget & Budget Narrative	0 – 15
Budget Narrative	6
Budget Worksheet	6
One-Stop System Operator Job Description Form	2
Audit Report or Financial Statements & Business License (if applicable)	1
TOTAL PROPOSAL POINTS POSSIBLE:	100
Oral Presentation (if conducted)	0 - 20
Proposed WorkSource Pierce One-Stop System Operator Services	5
Demonstrated Ability & Past Performance	5
Addressed Preferred OSSO Qualities and Values	5
Professionalism & Credibility	5
TOTAL PROPOSAL & ORAL PRESENTATION POINTS POSSIBLE:	120

Proposals with a total score of 70 or higher may be considered for the next phase of the evaluation process, i.e. oral presentations. If all proposals are deemed inadequate as judged by the Evaluation Committee based on this scoring threshold, WorkForce Central will have the option of re-posting the RFP or conducting a sole source procurement.

WorkForce Central may select a proposal based on the initial information received without modification; however, WorkForce Central reserves the right to conduct oral presentations, request additional data, and/or conduct a WorkForce Central management review of the evaluation process prior to making a recommendation of an award to the Pierce County WDC and Executive Board. WorkForce Central staff will schedule the time and location for oral presentations, which are anticipated to be held the afternoons of **December 9th - 10th, 2020**. The objectives of the oral presentations 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 OSSO services as indicated in this RFP, as well as proposers' ability to:

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

- Participate in an oral interview if deemed appropriate by WorkForce Central. The results of the oral interview may be considered when determining final funding recommendations.
- Submit to a site inspection and/or telephone conference if deemed appropriate by WorkForce Central.

Note: If it is determined to be in the best interest of the Pierce County Workforce Development Council, any proposal may be rejected.

D. Award Process

Each proposer submitting a proposal will be notified in writing of WorkForce Central's decision concerning their proposal. Formal notification to award a contract and the actual execution of a contract are subject to the following conditions:

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

If the results of the review indicate, in the opinion of WorkForce Central, that the proposer may not be able to fulfill contract expectations, WorkForce Central reserves the right to not enter into the contract with the entity, regardless of the ranking and/or approval of the entity's proposal.

WorkForce Central may require selected proposers to participate in negotiations and modify their proposals based on the outcome of those negotiations. WorkForce Central 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 WorkForce Central the services proposed are not needed, the goals of the proposal do not align with goals of WorkForce Central, or the costs are higher than WorkForce Central finds reasonable in relation to the overall funds available.

WorkForce Central 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, WorkForce Central will not be held liable for provisions of the RFP package that becomes invalid.

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

E. Debriefing of Unsuccessful Proposers

Upon request, a debriefing conference will be scheduled with an unsuccessful proposer. **A written request for a debriefing conference must be emailed to procurement@workforce-central.org within three (3) business days after the Notification of Unsuccessful Proposal is emailed to the proposer.** WorkForce Central will acknowledge receipt of the debriefing request within three (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 by phone, virtually, or in person (COVID-19 health and safety measures will be followed) and will be scheduled for a maximum of one hour.

F. 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 via email to 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 WorkForce Central. WorkForce Central 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 contract 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.

G. Public Disclosure

All data, material, and documentation originated and prepared by the proposer pursuant to the RFP shall belong exclusively to the Pierce County WDC and WorkForce Central and be subject to disclosure under the Freedom of Information Act.

SECTION VIII: DISCLAIMERS AND GENERAL PROVISIONS.

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

1. This RFP does not commit the Pierce County WDC or WorkForce Central to award a subaward.
2. No costs will be paid to cover the expense of preparing a proposal or procuring a subaward for services or supplies under WIOA.
3. Formal notification to award a subaward and the actual execution of a subaward are subject to the results of negotiations between selected proposers and WorkForce Central and continued availability of WIOA funds.
4. Any changes to the WIOA regulations and guidance, funding level or board direction may result in a change in the subaward. In such instances, the Pierce County WDC and WorkForce Central 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 WIOA legislation, all applicable federal regulations, State of Washington policies and laws, and Pierce County WDC policies and procedures.
6. Proposers selected for funding must also ensure compliance with the following, as applicable:
 - U.S. DOL regulations 29 CFR Parts 93, 37, 2 and 98;
 - Office of Management and Budget (OMB) 2 CFR 200 and 2 CFR 2900.
7. Additional funds received by the Pierce County WDC/WorkForce Central 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 Pierce County WDC/WorkForce Central.
8. The Pierce County WDC/WorkForce Central 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 Pierce County WDC/WorkForce Central, the services proposed are not needed, or the costs are higher than the Pierce County WDC/WorkForce Central finds reasonable in relation to the overall funds available, or if past management concerns lead the Pierce County WDC/WorkForce Central to believe that the proposer has undertaken services that it cannot successfully carry out.

9. The Pierce County WDC/WorkForce Central may choose not to award a subaward to the proposers with lowest cost or highest rating when considering 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 WorkForce Central. This site visit will establish, to the Pierce County WDC's/WorkForce Central's satisfaction, whether the proposer can conduct and carrying out the provisions of the proposed sub-award. If the results of the site visit indicate, in the opinion of the Pierce County WDC/WorkForce Central, that the proposer may not be able to fulfill subaward expectations, the Pierce County WDC/WorkForce Central reserves the right not to enter into subaward with the organization, regardless of Pierce County WDC/WorkForce Central approval of the proposer's proposal.
11. The Pierce County WDC/WorkForce Central is required to abide by all WIOA legislation and regulations. Therefore, the Pierce County WDC/WorkForce Central 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 Pierce County WDC/WorkForce Central procedures to collect and verify data and submit required monthly reports as well as invoices to WorkForce Central.
13. Proposers agree to adhere to all processes and tools developed and implemented by the partners who are signatories to the Memorandum of Understanding. Proposers understand these processes and tools are designed to facilitate integration of the workforce system's service delivery system.
14. 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 WIOA funded program or activity because 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, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity.
15. All proposers must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
16. Proposers must accept liability for all aspects of any WIOA program conducted under subaward with WorkForce Central. Proposers will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.
17. Reductions in the funding level of any subaward resulting from this solicitation process may be considered during the subaward period should a proposer fail to meet expenditure, customer, and/or outcome goals specified in the subaward or when anticipated funding is not forthcoming from federal or state governments.
18. Subrecipients will allow local, state, and federal representatives access to all its records and financial statements, WIOA records, program materials, staff, and customers. In addition, subrecipients are required to maintain all WIOA records for three years, beginning on the last day of the program year. (2 CFR 200.333-337).

19. The subaward will not be final until WorkForce Central and the successful proposer have executed a mutually satisfactory contractual agreement. WorkForce Central reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to final WorkForce Central Executive Board approval of the award and execution of a contractual agreement between the successful proposer and WorkForce Central.
20. The Pierce County WDC/WorkForce Central 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.
21. The Pierce County WDC/WorkForce Central reserves the right to determine both the number and the funding levels of subawards 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.

EXHIBIT A



Code of Conduct and Conflict of Interest Policy

Policy Number: 3006, Rev. 1

Effective Date: 9-16-20

Supersedes: Code of Conduct and Conflict of Interest Policy # 3006, effective 7-1-15

PURPOSE:

The Pierce County Workforce Development Council (WDC) and WorkForce Central are committed to maintaining the highest of standards of ethical conduct and to guard against problems arising from real, perceived, or potential conflict of interest. All partners at all levels of participation in the WorkSource System funded by the Workforce Innovation and Opportunity Act (WIOA) are expected to read, understand and apply this policy to ensure system integrity and effective oversight of the WorkSource System.

Standards of conduct covering conflicts of interest governing the performance of WorkForce Central employees may be found in WorkForce Central's Personnel Rules and Regulations.

BACKGROUND

Grantees, subrecipients and contractors funded under WIOA must implement codes of conduct and conflict of interest policies and procedures as stipulated in WIOA law, regulations and guidance; Office of Management and Budget (OMB) Circulars; state regulations; and state WIOA policies. A conflict of interest policy is required to ensure that individuals or representatives of organizations entrusted with public funds will not personally or professionally benefit from the award, administration, or expenditure of such funds.

In addition, the Pierce County WDC recognize that by its very composition, conflicts of interest and issues concerning the appearance of fairness may arise. Therefore, it is essential for the Pierce County WDC members to be sensitive and err on the side of caution when potential or real conflict or fairness matters occur.

To accomplish these purposes, the Pierce County WDC established the following definitions, actions, and guidelines for interpretation.

Code of Conduct:

During the performance of duties, Pierce County WDC member staff actions are a reflection upon the Pierce County WDC. It is extremely important that all Pierce County WDC and committee members, including sub-recipients, contractors and WorkSource Partners act in a courteous, friendly, helpful and prompt manner in dealing with the public, customers and officials.

Ethical Principles:

It is the Pierce County WDC's policy to be knowledgeable of and comply with all applicable laws and regulations of the United States and the State of Washington in a manner that will reflect a

high standard of ethics. Compliance does not comprise one's entire ethical responsibility; rather it is a minimum, and an essential condition for adherence to mission and duties.

It is the Pierce County WDC's policy that its representatives be knowledgeable of emerging issues and professional standards in the field and conduct themselves with professional competence, fairness, efficiency and effectiveness.

Guidelines for Interpretation:

Areas of concern are those actions or lack of actions which may lead to conflict of interest or the appearance of conflict of interest or to a perception of unfairness related to Pierce County WDC business outside council and committee meetings. Specific areas which may pose problems include but are not limited to, comments made in public, information sharing, and disclosure of associations.

Comments Made in Public: Pierce County WDC and committee members are encouraged to act in a public relations capacity for the Pierce County WDC. This includes public speaking engagements and comments in a public forum. Because there is interest in Pierce County WDC actions, members should differentiate between descriptive comments, which relate to actions already taken by the Pierce County WDC, and statements, which imply future Pierce County WDC decision-making, or the ability to influence decision-making.

Information Sharing: Pierce County WDC and committee members are encouraged to share information with the community about Pierce County WDC activities. To the extent possible, access to information regarding procurement of services should be available at the same time and under the same circumstances to all parties. Additional information to be shared with the community includes the Operations Plan, request for proposals, notice of meetings, meeting minutes, and policies.

Disclosure of Associations: Pierce County WDC and committee members have professional and personal associations throughout the community. Such associations have been and will continue to be of significant benefit to the Pierce County WDC. Where a direct or indirect financial conflict of interest exists, a Pierce County WDC or committee member may not vote or serve on a rating team. When associations raise appearance of fairness as an issue, Pierce County WDC and committee members should qualify statements in public by disclosing the association and minutes of the meeting should reflect the disclosure.

CONFLICT OF INTEREST POLICY:

1. Each grant recipient and subrecipient must maintain a written code of standards or conduct governing the performance of persons engaged in the award and administration of WIOA contracts and sub grants.
2. No individual in a decision-making capacity shall engage in any activity if a conflict of interest (real, implied, apparent, or potential) is involved. This includes decisions involving the selection, award, or administration of a sub grant or contract supported by Workforce Innovation and Opportunity Act (WIOA) or any other federal funds.
3. A Pierce County WDC member or a member of a Pierce County WDC committee cannot cast a vote or participate in any decision-making about providing services by such member (or by any organization that member directly represents) or on any matter that would provide any direct financial benefit to the member or to the member's organization.

4. Before any public discussions regarding the release of a Request for Proposal (RFP), or any matter regarding the release of funding or the provision of services, a Pierce County WDC member or a member of a Pierce County WDC committee must disclose any real, implied, apparent, or potential conflicts of interest before engaging in the discussion. The minutes of the meeting must reflect the disclosure.
5. Pierce County WDC members or a member of a Pierce County WDC committee or agents of the agencies making awards cannot solicit or accept gratuities, favors, or anything of monetary value from awardees, potential awardees, or other parties to agreements. However, the Pierce County WDC allows for situations where the gift is an unsolicited item of nominal value worth \$50.00 or less.
6. Disciplinary actions may be taken up to and including termination of board membership for violation of this policy by any individual. The Pierce County WDC may evaluate any violations of these provisions on a case-by-case basis and recommend to the Executive Board, if and what penalties, sanctions or other disciplinary action are appropriate.
7. Individuals shall not use for their personal gain, for the gain of others, or for other than officially designated purposes, any information obtained as a result of their committee, board or working relationships with the Pierce County WDC where that information is not available to the public at large, or divulge such information in advance of the time decided by the Pierce County WDC for its release.
8. One Stop Operators must disclose any potential conflicts of interest arising from relationships with training providers and other service providers.
9. Any organization that has been selected or otherwise designated to perform more than one function related to WIOA must develop a written plan that clarifies how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and this Conflict of Interest Policy. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within that single entity performing multiple functions. The plan must be agreed to by both the Pierce County WDC and the Executive Board.
10. Membership on the Pierce County WDC, or being a recipient of WIOA funds to provide training or other services, is not itself a violation of conflict of interest provisions of WIOA or corresponding regulations.

DEFINITIONS:

Conflict of Interest - Conflict between the official responsibilities and the private interests of a person or entity that is in a position of trust. A conflict of interest would arise when an individual or organization has a financial or other interest in or participates in the selection or award of funding for an organization. Financial or other interest can be established either through ownership or employment.

Individual - (1) an individual; i.e., employer, officer, or agent, or (2) any member of the individual's immediate family (spouse, partner, child, or sibling), or (3) the individual's business partner.

Organization - A for-profit or not-for-profit entity that employs, or has offered a job to, an individual defined above. An entity can be a partnership, association, trust, estate, joint stock company, insurance company, or corporation, whether domestic or foreign, or a sole proprietor.

Organizational Conflicts of Interest – Because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

REFERENCES:

- Public Law 113-128 Section 101(f) - State Board Conflict of Interest
- Public Law 113-128 Section 102(b) (2) (E) - State Plan Conflict of Interest Assurance
- Public Law 113-128 Section 107(h) - Local Board Conflict of Interest
- Public Law 113-128 Section 121(d) (4) - One-Stop Operators
- 20 CFR 679.130(f)(1) through (3) - State board must use criteria to certify One Stops to avoid inherent conflict of interest
- 20 CFR 679.410(a)(3) and (c) - Local board must avoid inherent conflict of interest
- 20 CFR 679.430 - Entities performing multiple functions
- 20 CFR 683.200(c)(5) - Administrative Rules, Costs, Limitations – Title I WIOA and Wagner-Peyser
- 29 CFR 97.36(3)
- 2 CFR Part 200 and Part 2900 - Office of Management and Budget Uniform Guidance on administrative, cost, and audit provisions for federal grants
- 2 CFR 200.318
- Revised Code of Washington (RCW) 42.20.070 - Misappropriation and falsification of accounts by a public officer
- RCW 42.20.080 – Other violations by officers
- RCW 42.52.160 – Use of persons, money or property for private gain
- ESD WIOA Policy #5405, Rev. 1 – Conflict of Interest

ATTACHMENT

Conflict of Interest Disclosure Form

Original Approval by Pierce County WDC



Linda Nguyen, WorkForce Central CEO

Date: 9/17/15

Revision Approved:



Katie Condit, WorkForce Central CEO 9/28/20 Date

EQUAL OPPORTUNITY - EQUAL ACCESS

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



WorkForce Central

Conflict of Interest Disclosure Form

ACKNOWLEDGEMENT AND DISCLOSURE FORM

I have read the WorkForce Central Code of Conduct and Conflict of Interest Policy #3006, Rev. 1, and agree to comply fully with its terms and conditions at all times during my service as a Pierce County Workforce Development Council or Committee member. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the Pierce County Workforce Development Council Chair and WorkForce Central CEO in writing.

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

1. I have received a copy of the WorkForce Central Code of Conduct and Conflict of Interest Policy #3006, Rev. 1.
2. I have read and understand the policy and I agree to comply with this policy.
3. I have disclosed the existence and nature of any financial or competing interest that may give rise to an actual or potential conflict of interest, under the policy.

Member Signature: _____

Member Printed Name: _____

Date: _____

APPENDICES

APPENDIX A

COVER SHEET

Proposal Responding to RFP #WIOA-OSSO-10-15-2020

Organization Name:

Street Address:

Mailing Address:

Contact Person(s):

Title of Contact Person(s):

Telephone Number(s):

Email Address(s):

Check the box that most appropriately describes your organization:

- Unit of Local Government
- Private Non-Profit Organization
- For Profit Organization
- Other

The following proposal is hereby submitted in response to the RFP number above.

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 employment, training and services program 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 there from on behalf of the entity submitting the proposal.

(SIGNATURE of Signatory Official)

Date

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

**APPENDIX B
BUDGET WORKSHEET**

Budget Worksheet ¹	
Submitted By:	
	Performance Period January 25, 2021 - June 30, 2022
ADMINISTRATION EXPENSES ²	\$
Personnel	\$
Operational	\$
PROGRAM OPERATING EXPENSES ³	\$
Salaries & Wages	\$
Taxes & Benefits	\$
Supplies	\$
Staff Travel	\$
Occupancy (Rent & Utilities, Maintenance & Janitorial)	\$
Equipment Rental & Maintenance	\$
Equipment Purchase (add approval requirement information)	\$
Staff Training	\$
Insurance	\$
Indirect Cost	\$
Other, please specify	\$
	\$
TOTAL (NOT TO EXCEED \$225,000)	\$

¹Total expense allocations using projections assuming full funding.

²10% of the total amount awarded may be used for administrative expenses.

³Can include other allowable program expenses, e.g., audit cost, telephone, etc.

APPENDIX C

WORKSOURCE PIERCE ONE-STOP SYSTEM OPERATOR JOB DESCRIPTION(S)

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

1. Job Title:

2. Describe actual job duties or tasks to be performed in relation to the WorkSource Pierce One-Stop System Operator (or attach job description).

3. 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 WorkSource Pierce One-Stop System Operator-related 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 WorkSource Pierce One-Stop System Operator-related services:
 - a. _____ One-Stop System Operator
 - 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

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 subaward(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. 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.
3. 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.
4. 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 subaward, 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.)
5. 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 WorkForce Central, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. 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.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample subaward 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.
8. 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.
9. 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.
10. I/we accept and will abide by WorkForce Central's Code of Conduct and Conflict of Interest as provided in Exhibit A.

Signature of Authorized Representative	Title	Date
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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 Pierce County 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, religion, sex, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity) national origin (including limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity.
7. That it will house all WIOA OSSO staff at the career center to the greatest extent possible for which it receives a subaward 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 other resources will be exhausted prior to using WIOA funds.
10. That reports to WorkForce Central or its staff will be provided in a timely fashion, as requested.
11. That total project costs will not exceed the amount agreed upon during subaward negotiations and included in subawards.

12. That it will coordinate training site visits by WorkForce Central staff and Pierce County WDC members on request and will fully cooperate with monitoring reviews and other site visits by any representative of the WIOA.
13. That it will, in carrying out the subaward, refrain from activities involving either actual or the appearance of conflict of interest according to the WorkForce Central Code of Conduct and Conflict of Interest Policy.
14. 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.
15. That, if applicable, 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 Pierce County WDC/WorkForce Central within thirty days (30) unless a longer period is agreed to.
16. That it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352).
17. That it will comply with the nepotism provisions as they relate to federally funded programs.
18. 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.
19. That the organization is not debarred, suspended, proposed for debarment, or declared ineligible from participation in this project.
20. 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.
21. 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 job duties.
22. That no WIOA funds will be used to encourage or induce the relocation of a business.
23. 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.
24. That no WIOA funds will be used for foreign travel.
25. That no WIOA funds will be used to duplicate services available in the area.
26. That customers will not be charged fees for placements or referrals.
27. 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.
28. 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.

29. The subrecipient will comply with Washington State Statutes, which prohibits public officials and employees from having a personal interest in any subaward to which s/he is also a party in an official capacity.

30. The subrecipient assures and certifies that it will comply with applicable provisions of the following laws as they relate to employment and training procedures:

<ul style="list-style-type: none">• The Drug Free Workplace Act• The Immigration Reform Act• The American's with Disabilities Act	<ul style="list-style-type: none">• The Davis-Bacon Act• Child Labor Laws• The Fair Labor Standards Act
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Note: A modification to the contract terms and conditions may be issued if official WIOA guidance, 2 CFR 2900, and Super Circular 2 CFR 200 guidance changes or have not been issued at the time the subaward is executed.

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

Title

Date