

# The Seventh Planning District Consortium Workforce Development Board

## Administrative Office

4000 Viking Dr., Suite A-1, Bossier City, LA 71111 | (318) 632-2022

**Matt Wheeler**, Chairman | **Candle Sattler**, Interim Director of Workforce Development

- Title:** WIOA One-Stop Operator Policies and Procedures.
- Purpose:** To establish a Policies and Procedures for the selection of a One-Stop Operator.
- Policy:** Implementation of One-Stop Operator Policies and Procedures consistent with TEGL 15-16 and with 20 CFR 678.605 of the Workforce Innovation and Opportunity Act.
- Procedure:** The following Policies and Procedures will be followed by LWDB 70 for the selection of a One-Stop Operator.

## American Job Center Locations



cdonline.org

☐ **Bienville Parish**  
2434 Manning St.  
Ringgold, LA 71068  
(318) 894-9173

☐ **Bossier Parish**  
4000 Viking Dr., Suite B-1  
Bossier City, LA 71111  
(318) 741-7363

☐ **Caddo Parish**  
125 E. Louisiana Ave.  
Vivian, LA 71082  
(318) 676-5721

☐ **Claiborne Parish**  
507 W. Main St.  
Homer, LA 71040  
(318) 927-3338

☐ **DeSoto Parish**  
142 Lake Rd.  
Mansfield, LA 71052  
(318) 871-2391

☐ **Lincoln Parish**  
307 N. Homer St., Suite 307  
Ruston, LA 71270  
(318) 251-5023

☐ **Natchitoches Parish**  
303 Bienville St.  
Natchitoches, LA 71457  
(318) 352-2414

☐ **Red River Parish**  
615 E. Carroll St., 3rd Floor  
Coushatta, LA 71019  
(318) 932-9570

☐ **Sabine Parish**  
1125 W. Mississippi Ave., Suite A  
Marty, LA 71449  
(318) 256-2698

☐ **Webster Parish**  
902 Lee St.  
Minden, LA 71055  
(318) 371-3024



A proud partner of the **AmericanJobCenter** network

EQUAL OPPORTUNITY EMPLOYER/PROGRAM AUXILIARY AIDS AND SERVICES ARE AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES.

## TABLE OF CONTENTS

I.	General Information.....	3-8
II.	Procurement Process and Timetable.....	9-10
III.	Scope of Work.....	11-14
IV.	Proposal Instructions and Outline.....	15-19
V.	Evaluation, Selection, and Award Process.....	19-22
VI.	Conditions Applicable to All Proposals.....	22-24
VII.	Contract Provision.....	24-29
VIII.	Attachment A-F.....	29-37

## **GENERAL INFORMATION**

### **A. Purpose**

The process for the selection of a One-Stop Operator will be accomplished through a Request for Proposal (RFP). The purpose of the RFP is to solicit competitive proposals from eligible organizations or a consortium of eligible entities with the expertise and capacity to provide One-Stop Operator Services for the local workforce development area including the parishes of: Bienville, Bossier, Caddo (except the City of Shreveport), Claiborne, DeSoto, Lincoln, Natchitoches, Red River, Sabine, and Webster

All WIOA funded services must be delivered in accordance with WIOA rules and regulations, guidance from U. S. Department of Labor, the State of Louisiana and policies set forth by the Workforce Development Board 70 (WDB 70).

The WDB-70 desires a Service Provider capable of providing a seamless system of services built on a customer-focused service delivery network, in addition to a "Service Integration" model that provides a variety of activities to better align, organize and optimize workforce service delivery outcomes creating one common customer path throughout multiple partner agencies and their programs.

The purpose of the RFP is to procure one (1) contractor to serve as the One-Stop Operator in the ten-parish area. The Operator will be responsible for managing the Workforce System and will ensure compliance with Federal, State and local policies. Refer to Scope of Work for specific roles and responsibilities of the One-Stop Operator.

The proposed services under the RFP will be funded initially under the WIOA. The contractor selected through this RFP is expected to be familiar or become familiar with the WIOA Act (P.L. 113-128), WIOA Regulations, Issuances and Memos issued by the USDOL Employment and Training Administration (ETA), and the Louisiana Workforce Commission. After the award of the contract, WDB-70 will provide additional technical assistance to the contractor.

Proposals shall sufficiently articulate the Respondent's plan of action to deliver the solicited services and demonstrate a successful performance track record of delivering the solicited (or comparable) services.

#### **1. Highlights of the Workforce Innovation and Opportunity Act – July 22, 2014**

The Workforce Innovation and Opportunity Act (WIOA) signed into law by President Barak Obama on July 22, 2014 was implemented on July 1, 2015. The Workforce Innovation and Opportunity Act supersedes the Workforce Investment Act (WIA) of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

This request for proposals, and bids submitted by proposers to this request, and any final contracts negotiated with the successful bidder(s) as a result of this proposal is subject to final laws and regulations and may be changed at any time in order to come into compliance with those laws and regulations.

The Workforce Innovation and Opportunity Act (WIOA) will help job seekers and workers access employment, education, training and support services to succeed in the labor market and match employers with skilled workers they need to compete in the global economy. Congress passed WIOA, the first legislative reform of the public workforce system in more than 15 years. In doing so, Congress reaffirmed the role of the American Job Center, the cornerstone of the public workforce investment system and brought together and enhanced several key employment, education and training programs. Individuals in the local area turn to these programs to obtain good jobs. WIOA continues to advance services to job seekers and employers.

2. Aligns Federal Investments to Support Job Seekers and Employers:

At the State level, WIOA establishes a unified strategic planning across “core” programs which include Wagner-Peyser Employment Service; and Title I of the Rehabilitation Act programs.

3. Strengthens the Governing Bodies that Establish State, Regional and Local Workforce Development Priorities:

WIOA streamlines membership of business-led, state and local workforce development boards. The Act emphasizes the role of boards in coordinating and aligning workforce programs and adds funds to develop strategies to meet worker and employer needs.

4. Helps Employers Find Workers with the Necessary Skills:

WIOA emphasizes engaging employers across the workforce system to align training with needed skills and match employers with qualified workers. The Act adds flexibility at the local level to provide incumbent worker training and transitional jobs as allowable activities and promotes work-based training, for example by increasing on-the-job training reimbursement rates up to 75 percent with the Governor’s approval. The law also emphasizes training that leads to industry recognized post-secondary credentials.

5. Aligns Goals and Increases Accountability and Information for Job Seekers and the Public:

WIOA aligns the performance indicators for core programs and adds new ones related to services to employers and postsecondary credential attainment for Adults and Dislocated Workers. Performance goals must reflect economic conditions and customers characteristics. It makes available data on training providers’ performance outcomes and requires third party evaluations of programs. Proposers are strongly encouraged to follow the Department of Labor’s WIOA resource page for WIOA information and latest updates: [www.doleta.gov/wioa](http://www.doleta.gov/wioa).

## **B. Resources**

Both WIOA and the regulations can be accessed on the U.S. Department of Labor's site (<http://www.doleta.gov/WIOA>). The WDB-70 has developed a Regional/Local Combined Plan that contains significant information about the integration of partners at the Center comprehensive service delivery site, as well as labor market information about the area. Since the information is readily available to proposers, it will not be repeated in this RFP. The Regional/Local Combined Plan may be accessed directly at <http://www.cdconline.org>.

## **C. Governing Authority for Local Area**

The Sabine Parish Police Jury is the grant recipient of USDOL WIOA funds in the Multi-Jurisdictional Consortium; Seventh Planning District Consortium, for the Local Workforce Development Area 70 (LWDA-70). According to the WIOA law and the policy of the Louisiana Workforce Commission, the Workforce Development Board WDB-70, was implemented and certified. The regulations define the American Job Center system as consisting of one or more comprehensive, physical Centers in a local area that provide the core services specified in WIOA. Services of the American Job Center are currently carried out by four comprehensive centers:

- Bossier Business and Career Solutions Center, located at 4000 Viking Drive, Bossier City, LA.;
- The Webster Business and Career Solutions Center, located at 902 Lee Street, Minden, LA.;
- The Lincoln Business and Career Solution Center, located at 307 North Homer St, Suite 307, Ruston, LA; and
- The Natchitoches Business and Career Solution Center, located at 303 Bienville St, Natchitoches, LA.

The WDB is charged under the newly enacted WIOA Program to oversee the workforce development system and to invest the region's federal and state workforce funds by developing partnerships that bring together the varied workforce development entities in our 10 parishes. Federally required WIOA partners in the Center include; WIOA Adult, Youth, and Dislocated Worker, Vocational Rehabilitation, Adult Education, and Wagner-Peyser Employment Services, and in Louisiana Department of Children's and Family Services. Continuous labor market research and analysis help the WDB collaborate with partners to build a labor force and ensure a vibrant quality of life for our entire Region. The challenge and mission is to be alert to the needs of businesses and individual job seekers and address them in a mutually beneficial and efficient manner, examining data in new ways to reflect the change in our local economy and its evolving workforce.

The WDB, in coordination with the Chief Elected Official, is seeking to establish and build a partnership with an organization, an individual identified by a qualifying entity, or consortium which can demonstrate the ability to coordinate the workforce development system as directed by the WDB and the CEO.

#### **D. Business & Career Solutions Centers (American Job Centers)**

Under the leadership of WDB-70, the Centers are charged with assisting employers in recruiting and retaining employees, and helping individuals learn high-demand skills, find employment and progress their career opportunities. Job seekers and employers have access to numerous workforce services through this center which include, but are not limited to the following:

##### **Career Services:**

- Career Planning and Counseling
- Job Search Assistance
- Job Referrals
- Specialized Assessments
- Resume Writing Assistance
- Training Funds

##### **Business Services:**

- Screening and Recruitment
- Job Matching
- Job Posting
- Workforce Data
- On-the-Job and Customized Training Funds
- On-site recruiting events and Job Fairs

#### **E. Eligible Respondents**

Proposals may be submitted by individuals identified by qualifying entities, single entities consisting of public, private, or nonprofit organizations, or a consortium of entities that, at a minimum, includes 3 or more of the one-stop system partners with demonstrated effectiveness, located in the local area, which may include the following:

- An institution of higher education;
- An employment service State agency established under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) on behalf of the local office of the agency;
- A community-based organization, nonprofit organization, or intermediary;
- A private for-profit entity;
- A government agency;
- Another interested organization or entity, which may include a local Chamber of Commerce or other business organization, or a labor organization; and
- The WDB, with the approval of the Chief Elected Official and the Governor.

***Exception:*** *Elementary schools and secondary schools shall not be eligible for designation or certification as one-stop operators, except that nontraditional public secondary schools and area career and technical education schools may be eligible for such designation or certification.*

To be eligible, respondents must be authorized to do business in Louisiana. Workforce Development minded organizations or individuals with or without previous experience as a contractor are encouraged to submit proposals; however, only proposals from organizations or individuals that can thoroughly demonstrate they have the ability to provide the required services will be accepted. Minority and women-owned and operated businesses are encouraged to submit a proposal.

An entity may not compete for funds if:

1. The entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency;
2. The entity's previous contract with the Seventh Planning District Consortium was terminated for cause;
3. The entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services; or
4. The entity's name appears on the convicted vendors list.

Outstanding Monitoring, Audit or Legal Concerns – respondents must disclose and rectify any and all outstanding monitoring and/or audit concerns from any of the respondent's other contracts prior to receiving a contract resulting from the RFP. Additionally, respondents must disclose any legal judgments, claims, arbitration proceedings, lawsuits or other legal proceedings pending or outstanding (unresolved) against the organization, its owners, officers, or principals.

Competency – respondents are expected to have the technical competence, knowledge and expertise in management and administration, the professional staff, and the administrative and fiscal management systems to accomplish the scope of work and the goals and objectives stated in the RFP, and must meet high standards of public service and fiduciary responsibility. Respondents are responsible for being knowledgeable of all laws, regulations, rules, and policies of the specific funding sources involved and applying them in developing the RFP response formation and latest updates: [www.doleta.gov/wioa](http://www.doleta.gov/wioa).

#### **F. Type of Contract**

Bidders must propose a cost reimbursement contract. A cost reimbursement contract is one that establishes an estimate of total costs for the purpose of obligating funds and a ceiling that the contractor may not exceed (except at contractor's risk) unless the awarding party agrees to amend the contract to provide additional funds). A line item budget shall be based on all legitimate costs to be incurred by the contractor in carrying out the training activity. The contractor is reimbursed for actual expenses according to the approved line item budget.

The Workforce Development Board is responsible for ensuring that contracted costs are both necessary and reasonable. Provisions are made for limited movement of funding among line items. This movement is limited to once per quarter. The contractor is required to maintain records sufficient to account for all expenditures, including cost categorization. Costs will be reported monthly (on or before the 15th of the current month).

If any part of the work covered by this request is to be subcontracted, the grantee shall identify the subcontracting organization and a subcontract agreement must be entered into between the two parties. Written approval from the Workforce Development Board is required prior to initiating any subcontract agreements. Copies of subcontract agreements must be submitted to the WDB.

Due to the nature of the WDB's funding sources, potential changes in legislation and policies, and performance achieved, respondents are advised that any contract awarded under the RFP may be modified to incorporate such changes, adjustments in the delivery system, or any activities provided.

#### **G. Funding/Program Period**

The initial funding period is from July 1 through June 30 of a program year. Continuation beyond June 30 is subject to future funding and legislative authority. Initial funding month dates are subjected to change. The Contract may be extended for up to three (3) years based on funding availability and contractor performance.

However, the WDB will have the option to renew the contract for up to three (3) additional one- year periods contingent upon successful performance and with Board approval as follows:

- Optional Renewal One – (date) \_\_\_\_\_ through \_\_\_\_\_
- Optional Renewal Two – (date) \_\_\_\_\_ through \_\_\_\_\_
- Optional Renewal Three – (date) \_\_\_\_\_ through \_\_\_\_\_

Note: The option to renew is not guaranteed and the initial award of the contract does not imply an exercise of the option to renew.

All funding is contingent on the availability of federal funds and continued federal authorization for program activities. Any contract awarded hereto is subject to amendment or termination due to lack of funds or authorization or due to statutory or regulatory changes.

WIOA Title I funding will be available for One-Stop Operator services and these funds will be used for staffing costs related to coordination and integration of all American Job Center partners, any travel or mileage related to partner coordination, etc. Office space, a computer, telephone, internet, and office supplies will be provided while the One-Stop Operator is in the Center location. Center operation costs such as staff salaries/benefits, rent, utilities, supplies, equipment, janitorial services, WIOA participant training and supportive service costs will be provided through funding sources managed by the WDB and other mandated partners.

## II. PROCUREMENT PROCESS AND TIMETABLE

CRITICAL DATE	PROCUREMENT ACTION
	RFP Issued by WDB-70
	Deadline for Submission of Technical Questions
	Deadline for Proposal Submittal
	Evaluation Committee Review and Selection
	Workforce Board Approval
	Award Notification
	Target Date for Contract Execution
	Provision of Services Begin

All times shown in the RFP are Central Standard Time (CST). The WDB reserves the right to adjust the schedule when it is in the best interest of the Board or to extend any published deadline in the RFP upon notification to those who have submitted a Letter of Intent to Propose by the date and time specified.

### A. Questions and Requests for Clarification

All questions/requests for clarification must be submitted and received in writing via email by 4:00 p.m., CST, on (date) \_\_\_\_\_ to:

LWDA 70, Director of Workforce Development  
4000 Viking Drive, Ste A11, Bossier City, LA 71111

Questions submitted via email on or prior to (date) \_\_\_\_\_, will be answered by (date) \_\_\_\_\_ by 5:00 p.m., CST, and posted on [www.cdconline.org](http://www.cdconline.org).

The question and answer period allow proposers to obtain guidance on the scope and nature of the work required in the RFP and to ask technical questions concerning this solicitation. These questions will be answered via electronic mail. Verbal questions/requests for clarification, shall not be accepted. Further, the WDB reserves the right to reject any or all requests for clarification in whole or in part.

To avoid actual or perceived conflict, or undue influence over the process, all respondents are prohibited from contacting any WDB member, committee member or staff (other than through the contact listed above) regarding the RFP. Contact with anyone for purposes of influencing the outcome of the procurement will result in disqualification of the prospective respondent from this competitive procurement process.

## **B. Right to Cancel**

The WDB reserves the right to delay, amend, reissue, or cancel, all or any part of the RFP at any time without prior notice. The WDB also reserves the right to modify the RFP process and timeline as deemed necessary.

Subject to guidance being issued by US Department of Labor and/or Louisiana Workforce Commission, the RFP and/or any subsequent sub-awards will be modified to ensure compliance.

The RFP does not commit the WDB to accept any proposal, nor is the WDB responsible for any costs incurred by the respondent in the preparation of responses to the RFP. The WDB reserves the right to reject any or all proposals, as it is deemed to be in the best interest of the WDB. The WDB reserves the right to negotiate with any respondent after proposals are reviewed, if such action is deemed to be in the best interest of the WDB.

## **C. Procurement Requirements**

WDB will use a competitive process for the selection of service providers and the one-stop operator and to support continuous improvement through the evaluation of their performance and the re-competition of the service providers and one-stop operator every four years. LWDB 70 may choose to implement, a competitive selection process more than once every 4 years.

Competition is intended to promote the efficiency and effectiveness of the service providers and one-stop operator by providing a mechanism for the WDB to regularly examine performance and costs against original expectations.

In the procurement of the One-Stop Operator, WDB will use the following methods through a competitive process:

- Sealed Bids, (formal advertising), such as an invitation for bids (IFB)
- Competitive Proposals, such as a request for proposals (RFP)

Sole source can only be pursued after a minimum of two attempts to competitively procure the one-stop operator.

### Sole Source:

### One-Stop Operator:

The WDB may select a one-stop operator through sole source selection only under the criteria outlined in WIOA. The WDB must follow its local sole source policies and procedures, the Uniform Guidance, and State policy. If the WDB uses the sole source selection process, written documentation describing the entire process of making such a selection will be prepared and maintained.

Sole source procurement can only be utilized when:

- The item or service is available only from a single source.
- The public exigency or emergency for the item or service will not permit a delay resulting from competitive solicitation.

- The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity.
- After solicitation of several sources, competition is determined to be inadequate, whether for reasons of number or quality of proposals/bids.

If the WDB requests to use sole source procurement for one-stop operators must submit a formal request to Louisiana Workforce Commission electronically. The request must include justification that all other options were exhausted and identify the reason for sole source. The WDB will identify the timeline and the activities performed prior to the sole source request and must certify that all appropriate measures consistent with the WIOA and this policy have been taken. The following documentation will be included with the request for sole source:

- Copy of the RFP or IFB
- Proof of the announcement medium used (newspaper, social media)
- Documentation showing how long the announcement was posted
- The name of the entity to which the sole source is to be awarded
- Documentation showing that the entity has the capacity and ability to perform the one-stop operator functions, OR
- Documentation showing that the entity has the capacity and ability to perform the functions required to provide career services and/or youth workforce investment activities.

#### Procurement Standards

The WDB will include appropriate protections from conflict of interest.

The following requirements will be followed as part of the competitive process and include:

- Written Policies and Procedures
- Such policies and procedures must describe the competitive process for selecting a one-stop operator and the manner in which it will address the settlement of all contractual and administrative issues, such as protests, appeals, and disputes. The WDB will provide a competitive process for selection the One-Stop Operator. All proposals or sealed bids received by the submission deadline will be initially reviewed for responsiveness and compliance with the specifications and requirements in the RFP/IFB. The proposals passing the initial review will be scored by the review committee according to the following criteria, with attention to clarity, completeness and quality:
  - Cover Sheet
  - Executive Summary
  - Organization Overview
  - Program Narrative
  - Budget & Budget Narrative
  - Attachments

- The WDB is required to complete the One-Stop operator competitive process every four years. Six (6) months prior to the end of the four (4) years, the WDB will begin the procurement process in order to meet the guidelines.
- Appropriate Methods of Procurement for Competitions
- As a non-federal entity, the WDB will use the following methods of procurement (described at 2 CFR 200.320):
  - Sealed Bids
  - Competitive Proposals
  - Sole Source
- Full and Open Competition
  - A funding level range or an up to amount must be provided in the RFP that ensures the responsibilities in the Statement of Work can be performed.
  - Such competition must be conducted for all procurement transactions.
  - Written procedures must allow for sufficient time for all phases of the procurement process to be carried out in a manner that would not unduly restrict competition.
  - The RFP must be open for a minimum of 30 business days.
  - Pre-qualified lists must be current and include enough qualified sources to ensure open and free competition and must not preclude bidders and offerors from qualifying during the solicitation period.
    - Procurements that are in excess of the simplified acquisition threshold (currently set at
    - \$150,000 by 48 CFR 2.1) cannot use the small purchase procurement.
    - Entities performing a competitive procurement must ensure the proposed costs of the one-stop operator are allowable, meaning that they are reasonable, necessary and allocable.
    - Restricting competition is not allowed. Activities that may be considered to be restrictive of competition include, but are not limited to:
      - Placing unreasonable requirements on firms for them to qualify to do business.
      - Requiring unnecessary experience and excessive bonding.
      - Non-competitive pricing practices between firms or between affiliated companies.
      - Non-competitive contracts to consultants that are on retainer contracts.
      - Organizational conflicts of interest.
      - Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement.

- Any arbitrary action in the procurement process.

### Standards of Conduct

The WDB will uphold the following standards of conduct to ensure fairness, objectivity, ethical standards and other related standards of conduct during all phases of the procurement process:

- Mitigating apparent or real conflicts of interest. Conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated has a financial or other interest or a tangible personal benefit from a firm considered for a contract.
- The WDB shall avoid organizational conflict of interest; WDB members and board personnel shall avoid personal conflict of interest and the appearance of conflict of interest in awarding the One-Stop Operator.
- Disclosure of any real or apparent conflict of interest, whether individual, or organizational. Written standards of conduct must identify the process for recusal of individuals or organizations that are members of the WDB who disclose a real or apparent conflict of interest.
- The announcements of solicitation requirements including proposal evaluation factors which will be used to assess bids or proposals will be released to all bidders at the same time.
- Information given in response to a question from one bidder will be shared with all known potential bidders.
- Any member of the WDB or board support involved in a procurement process will not be employed by any bidder for that same procurement.

### Penalties, Sanctions, and Disciplinary Actions

The WDB will provide for penalties, sanctions, or other disciplinary actions for violations of standards of conduct by chief lead elected officials, board members, board staff, fiscal agent staff, bidders, service providers, contractors, vendors, or their agents.

Any attempt by a potential sub-recipient, service provider, or vendor to make any payment, gratuity, or offer of employment or kickbacks to any individual involved in a procurement process will lead to disqualification of that entity's proposal.

The WDB will maintain a description of the firewalls and internal controls to mitigate conflict of interest in circumstances including, but not limited to, situations where an entity acts in more than one role in the one-stop delivery system or performs more than one function in the procurement process, as well as situations where the non-federal entity uses a sole source selection.

### Confidentiality of the Information Contained in the Proposals Submitted for Consideration

It is the policy of the WDB to prohibit ex-parte communication with any board member, board staff, consultants, or other persons serving as an evaluator during

the procurement process. Respondents that directly contact board members or evaluators risk elimination of their proposals from further consideration. No individual who is a proposal evaluator will collaborate and/or communicate with any respondent.

Evaluators will be asked to sign a "Conflict of Interest Certification for Request for Proposal" stating they have not communicated or collaborated with any respondent. Any communication by telephone, email, letter, face-to-face conversation, or other off-the-record contact is strictly prohibited. Any discovered ex-parte communication will be provided to the Chair of the WDB and Chief Lead Elected Official for review and appropriate action. Bidders who improperly influence the proposal review and evaluation process in any way will be subject to disqualification.

No entity that develops or drafts specifications, requirements, statements of work, IFBs or RFPs, and proposal evaluations will be allowed to compete under the procurement.

#### Transparency and Responsibility

The procurement process must be conducted with transparency and responsibility from the planning phase to the closeout phase.

- Information about the WDB selection and certification of One-Stop Operator will be made available by electronic means and open meetings, in accordance with Sunshine Provision.
- Information must be made available to auditors and Federal reviewers.
- When selecting an entity as the one-stop operation, the WDB must consider the entity's programmatic and fiscal integrity, compliance with public policy, record of past performance and other factors that demonstrate transparency and responsibility.
- The WDB must ensure that an entity is not debarred, suspended, or otherwise excluded from or ineligible to participate in Federal assistance programs or activities.

All proposals will be reviewed for a perceived conflict of interest. Respondents will not offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the WDB (including standing committees), Local Chief Elected Official(s), Fiscal Agent, or other individual/organization for the purpose of having an influencing effect toward their own proposal or any other proposal submitted.

No employee, officer, or agent of the WDB (including standing committees), Local Chief Elected Official(s), Fiscal Agent, or other individual/organization shall participate in the selection, award, or administration of a contract supported by WIOA funds if a conflict of interest or potential conflict would be involved.

Respondents shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a respondent's proposal to be rejected.

Pre-contract costs and costs of preparing the proposal are not allowable costs and cannot be included in the proposal budget nor in any resulting contract budget. Respondents should be aware funding for WIOA programs is always subject to availability and other conditions. Funding for future periods may be changed significantly if appropriations for WIOA programs change or if demographics change within the state or local workforce area.

### **III. SCOPE OF WORK**

The role of the One-Stop Operator is equivalent to a managing partner. In this role, the Operator will be responsible for ensuring a seamless delivery of services from all partners. Certain workforce services are integrated into the framework of the one-stop service delivery system and are provided through partner agencies under various funding sources. This workforce system is characterized by three critical hallmarks of excellence:

- The needs of business and workers drive workforce solutions;
- Centers provide excellent customer service to jobseekers and employers and focus on continuous improvement; and
- The workforce system supports strong regional economies and plays an active role in community and workforce development.

The One-Stop Operator's job description has been defined as:

- Coordination of service delivery among partners and service providers;
- Act as a liaison with the WDB staff;
- Market the Center and its services;
- Ensure each Center partner abides by their MOU addendum;
- Recruit additional partners;
- Facilitate the sharing and maintenance of data;
- Create continuous improvements methods reflective of the American Job Center as envisioned in ETA's Training and Employment Guidance Letter (TEGL) 4-15;
- Create and maintain a Resource Guide;
- Serve as a liaison to the community, partner agencies and employers for the Workforce System;
- Assure compliance with state and local WDB certification criteria which is essential for receipt of infrastructure funding;
- Work to strengthen partnership with Parish School Systems to enhance Cooperative Endeavor Agreement outcomes for potential out-of-school youth; and
- Work to enhance Workforce Development Board Jump Start initiatives.

#### **A. Duties and Specific Tasks**

Specific tasks to be performed by the Operator include but may not be limited to the following:

##### **1. Community/Partner Relations**

- Establish and maintain key relationships with workforce partners;
- Coordinate with partners, the implementation of quality and continuous improvement principles within the system, including streamlining services and minimizing duplication;
- Ensure the appropriate delivery of workforce development services in accordance with all governing laws, statutes, regulations, guidance and policies;

- Facilitate capacity building within the system and with partner agencies;
- Promote adoption of creative and innovative methods and best practices in the delivery of the required services;
- Promote workforce programs within the communities concerning the workforce system services;
- Coordinate the development and implementation of a formal referral process for services within and outside of the Center(s); including minimum standards for referral, follow-up requirements, and documentation of referral outcomes;
- Work with Center partners to create and maintain a Resource Guide of relevant sources of assistance in the community to be used by Center staff, jobseekers, and our partners;
- Ensure Center partners are providing services in accordance with the WIOA regulations, state and local policies, and Memorandum of Understanding (MOU);
- Coordinate access to virtual resources at appropriate partner locations and other points throughout the communities such as libraries that strengthen accessibility to services; and
- Increase the number of employers participating in the workforce development network.

## 2. WDB Collaboration and Compliance

- Implement WDB strategic priorities and policy directives at the Centers;
- Assist Board's outreach efforts and event coordination on behalf of the WDB;
- Serve as a community liaison to represent the goodwill of the American Job Center;
- Generate monthly invoices for expenses under contract;
- Advise and assist the Board on all items relevant to Center, as required by WIOA;
- Assist the Center and partners in meeting and exceeding Federal, State and local performance measures;
- Perform continuous improvement activities to achieve high level service quality and exceptional customer service; and
- Participate in regular meetings with the WDB Director to review contract terms, processes, performance data and results of internal quality assurance monitoring and corrective action efforts.

Further, it is the One-Stop Operator's responsibility to ensure non-discrimination as to assure customers' have an equal opportunity to access programs and services administered by the WDB. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with programs on the basis of race, color, religion, sex, national origin, disability, age, political affiliation, marital status, and/or sexual orientation, and each customer shall have such rights as are available under any federal, state, or local law prohibiting discrimination.

## **B. Service Model**

The provider selected under the RFP will be expected to continue to develop and enhance the workforce development system of Local Workforce Development Board 70 by focusing on a fully coordinated and integrated customer service strategy. The goal is to create a “single-point of contact” model that is market driven and offers value-added services to our employer and job seeker customers.

The focus of services will be driven by four (4) key points:

- Providing exceptional customer service;
- Meeting the needs of businesses and job seekers;
- Program integration to provide seamless access, increase service accessibility, leverage resources; and
- Accountability.

This model requires collaboration – people coming in the doors are “shared customers” of the American Job Center partners. The intent is to have an integrated customer service team that supports the customer flow, with staff from different programs working together to complete the work. Services and staff resources should not be separated in silos by funding stream or program.

## **C. Center Locations**

Bienville Parish  
2434 Manning Street  
Ringgold, LA

Lincoln Parish  
307 N. Homer Street  
Suite 307  
Ruston, LA 71270

Bossier Parish  
4000 Viking Drive  
Suite B-1  
Bossier City, LA

Natchitoches Parish  
303 Bienville Street  
Natchitoches, LA 71457

Caddo Parish  
2121 Fairfield Avenue  
Shreveport, LA 71104

Red River Parish  
615 East Carroll Street  
3<sup>rd</sup> Floor  
Coushatta, LA 71019

Claiborne Parish  
507 W. Main Street  
Homer, LA 71040

Sabine Parish  
1125 W. Mississippi Avenue, Suite A  
Many, LA 71449

DeSoto Parish  
142 Lake Road  
Mansfield, LA 71052

Webster Parish  
902 Lee Street  
Minden, LA 71055

#### **D. Program Goals and Outcomes**

The WDB has established certain goals for the workforce programs in WDB-70. As the One-Stop Operator will be a major part of the workforce system, it is anticipated that the Operator will be a major contributor in the achievement of long-term goals for the system.

The Center will focus on improving performance for Adult, Dislocated Workers, and Youth programs by maintaining a high level of total registered customers receiving career services and occupational skills training, as well as maintaining high quality services to businesses.

The program performance is established through negotiations between the WDB and the Louisiana Workforce Commission at the beginning of each program year (July 1). These are the performance measures used in measuring the Center's effectiveness. Therefore, the One-Stop Operator to a considerable extent, will be responsible for meeting the Center performance measure goals.

Some measures have not yet been implemented but will be added to the One-Stop Operator's performance as they are added to the performance of Local WDB-70.

Below is a chart showing PY2020-21 Performance Goals negotiated with Louisiana Workforce Commission.

<b>PERFORMANCE MEASURE</b>	<b>Adult</b>	<b>DW</b>	<b>Youth</b>	<b>Wagner Peyser</b>
Entered Employment Rate 2 <sup>nd</sup> Qtr. after Exit	72%	78%	80%	61%
Entered Employment Rate 4 <sup>th</sup> Qtr. After Exit	70%	75%	75%	63%
Median Earnings 2 <sup>nd</sup> Qtr. After Exit	\$6,060	\$7,800	\$5,000	\$4,700
Credential Attainment Rate	67.5	71	60%	
Measurable Skill Gain	60%	61.4%	45.%	

#### IV. PROPOSAL INSTRUCTIONS AND OUTLINE

##### A. Responsive Proposals

To be considered responsive, proposals must meet the following minimum criteria:

1. One (1) signed original of the proposal should be submitted. The original **MUST** be submitted in a sealed envelope with the **proposer's name** and the words **Proposal for One-Stop Operator Services** written on the exterior envelope.
2. When completed, the proposal must contain the following elements:
  - Cover page
  - Abstract/Executive Summary
  - Narrative sections (described in the application packet)
  - Budget forms
  - Certification and Signature section
  - All pages must be numbered
  - Cover page must be page #1
  - Use 12-point font
3. Proposals are limited to 20 pages. Attachments and required forms are not included in this page count. Each section of the narrative must be clearly identifiable.
4. Proposal packet must be presented in the same order as set forth in these instructions.
5. The original proposal must be manually **signed in blue ink** by an official authorized to represent and bind the proposing agency.
6. Respondents must demonstrate a general understanding of the services solicited by the RFP and the ability to effectively and efficiently manage and deliver those requested services.
7. The completed proposal must be submitted to the location and within the time limits as shown in the RFP package.
8. Submitting a proposal will constitute a legal, binding offer for a period of not less than 90 days from the date of submitting the proposal.
9. All proposals, once received, become the property of the WDB and will be a matter of public record.
10. There will be an established deadline for receipt of proposals.
11. All Bidders must understand that contract award will be based on overall proposal content. The RFP style of procurement is not subject to lowest bid, but best overall negotiated agreement.

## **B. Proposal Outline and Format**

### **1. Cover Page**

Complete the requested information on the Cover Page Form (Attachment A) and include it as page number 1 on the proposal. Cover Page will be included as part of the page count.

### **2. Abstract/Executive Summary (4-page maximum)**

- a. Provide a description of your organization.
- b. Demonstrate an understanding of the workforce development system in Louisiana.
- c. Outline key organizational achievement within the past three (3) years.
- d. Briefly describe why your organization is seeking award of the RFP and any unique or innovative aspects in service delivery design intended for the Region's workforce system.

### **3. Narrative**

- a. Experience and Qualifications including Organizational Capacity (4-page maximum)

Describe your organization's experience and qualifications to serve as the One-Stop Operator as outlined in the Scope of Work. Describe all experience you have related to WIA/WIOA or other federal or state programs and legislation. Describe your past experience in managing similar coordination/collaboration projects with multiple agencies. Discuss the minimum qualifications of the individual(s) desired to fill the position(s). Describe the organizational structure where each position would be located in the organization, (independent or reporting within an organizational chain of command and should there be a vacancy, what are the assumption of duties by other personnel).  
(Maximum of 15 points)

- b. Service Strategy for Community Partner Relations (4-page maximum)

Outline strategies for how you intend to carry out the tasks described under Community Partner Relations in the Scope of Work. Explain how you will connect with partner agencies (including the WIOA Core Partners: WIOA Title 1 Adult, Youth, and Dislocated Worker Programs, Wagner-Peyser, Adult Education, Vocational Rehabilitation, and in Louisiana, the Department of Children's and Family Services) to ensure appropriate coordination of services. Discuss how you will convene partners and ensure cross-agency training and integration of program and services into a seamless delivery system.  
(Maximum of 35 points)

- c. Service Strategy for WDB Collaboration and Compliance (4-page maximum)

Outline strategies for how you intend to carry out the tasks described under WDB Collaboration and Compliance in the Scope of Work. Include any experience in becoming familiar with interpreting and following federal, state, or local policy and procedures. Describe strategies to increase outreach efforts to businesses and community stakeholders. Describe strategies to provide guidance and technical assistance to WDB and partners in order to meet or exceed program performance goals and outcomes.

(Maximum of 35 points)

- d. Budget (included as part of the page count)

Complete the requested information on the Budget Form (Attachment B) and include it as the next page after the narrative pages referenced in "1-3" above. The budget should be presented for the period of time shown in Section I. C. of the RFP.

In preparing the budget, the respondent should take into consideration the WDB will directly pay for all Center costs which includes: staff salary/benefits/travel, rent, utilities, telephone, internet, janitorial services, supplies, equipment, maintenance, and direct WIOA participant costs such as training and supportive service costs. Therefore, the respondent should not include costs for such expenses in the budget submitted with the proposal.

Respondents should be aware that the contract issued will be a cost reimbursement contract. The contractor will be required to submit an invoice accompanied by the appropriate documentation in order to receive reimbursement for costs. Cash advances will not be available to the contractor. Reimbursements shall be made based on allowable costs incurred. This may include copies of paid invoices, check registers, payroll and benefit records, and similar documents. Additionally, monthly narratives of the accomplishments, challenges, and next month's objectives must accompany the invoice.

(Maximum of 15 points)

- e. Budget Narrative (2-page maximum) (Cash Advances Will Not Be Made)

Provide a budget narrative that justifies each proposed expense included on the budget form in terms of being necessary, allowable, and reasonable. Identify any in-kind resources/support for the service delivery system beyond what is requested in the budget. (Note: In-kind contributions are not required under this solicitation nor will it affect the points for the budget.) Describe how you will financially support the costs of doing business until an invoice can be submitted and paid by the WDB. No advance payment will be made. Indirect costs can only be charged to the contract if an approved indirect cost plan is included with the budget. Please provide a brief description of the internal controls of the agency.

f. Administrative Cost:

The cost of administration are the costs associated with the following functions:

Performing the following overall general administrative functions and coordination of those functions under Title I of WIOA:

- Accounting, budgeting, financial and cash management functions;
- Procurement and purchasing functions;
- Property management functions;
- Personnel management functions;
- Payroll functions;
- Coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
- Audit functions;
- General legal services functions; and
- Fiscal agent responsibilities;
- Performing oversight and monitoring responsibilities related to WIOA administrative functions;
- Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space;
- Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIOA system; and
- Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, systems development and operating costs of such systems.

Activities can be administrative, programmatic, or both. Awards to subrecipients or contractors that are solely for the performance of administrative functions are classified as administrative costs.

Personnel and related non-personnel costs of staff that perform both administrative functions specified in 20 CFR § 683.215(b) (the bulleted list above) and programmatic services or activities must be allocated as administrative or program costs benefitting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods. Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained. These charges are most commonly found on invoices and accounts payable documents.

Except for awards to recipients or contractors that are solely for the performance of administrative functions, all costs incurred for functions and activities of subrecipients (other than a subrecipient appointed pursuant to 107(d)(12)(B)(i)(II)) and contractors are program costs.

Continuous improvement activities are charged to the administration or program category based on the purpose or nature of the activity to be improved.

3 WIOA Sec. 3(1), 20 CFR §683.215(a)

4 20 CFR § 683.215(b)

5 20 CFR § 683.215(c)(1)

g. **Mandatory Additional Attachments (Not included in page count)**

- Assurance and Certifications (Attachment C)
- Certification Regarding Debarment/Suspension (Attachment D)

**V. EVALUATION, SELECTION, AND AWARD PROCESS**

**A. Evaluation Process**

Proposals selected for review will be evaluated according to criteria set forth in this proposal package. Proposals will be evaluated by impartial evaluators and scored using evaluation criteria. The evaluation committee will make recommendations to the full Board.

Prospective providers may be invited to make oral presentation and/or explain their proposals.

The evaluation committee will only review proposals for programs that include the services requested in the RFP package. Respondents may include additional services as part of the proposal, but the proposal must, at a minimum, contain the services that are specifically requested in the RFP.

No employee, officer, or agent of the WDB, Local Elected Officials, Standing Committees, or other organizations shall participate in the selection, award, or administration of a contract supported by WIOA funds if a conflict of interest, or potential conflict, would be involved.

The proposals that are received will be made available, upon request, to the public. However, the proposals will be made available only after the WDB has made the award to a respondent.

Proposals received subsequent to the deadline will not be reviewed and considered for funding. The signature page must be completed and signed by proper authority or the proposal will not be considered.

### Evaluation Criteria

The following criteria will be used to evaluate all proposals. The evaluators will award some, all, or none of the points that are shown for each evaluation item. The total maximum points that can be awarded are 100.

EVALUATION ITEMS	Maximum Points
Format and Completeness: Up to 10 points may be deducted if the proposal submitted does not follow the prescribed format or if other forms are not satisfactorily completed.	0
Experience/Qualifications of the Proposed One-Stop Operator	15
Service Strategy for Community Partner Relations	35
Service Strategy for WDB Collaboration and Compliance	35
Budget	15
TOTAL	100

All proposals will be evaluated on the basis of cost-effectiveness in relation to high quality service delivery. Respondents are therefore encouraged to thoroughly describe and justify the proposed costs. An analysis will be conducted to ensure the proposed costs are necessary, fair and reasonable; to determine if the proposed costs are allowable and allocable; to determine if there is no duplication of costs with other programs; to ensure the costs are directly associated with carrying out the proposed services; and to ensure the proposed costs will benefit the workforce development delivery system.

### **B. Selection**

The WDB will make the final decision on the award of contract, based on consideration of the recommendation made by the evaluation committee and in concurrence with the Chief Elected Official of the Seventh Planning District Consortium. Each proposer will be notified of the outcome of their proposal. This notice will be provided when the final decision has been made regarding award of a contract.

This notice will be provided to each proposer within three (3) working days of the award of a contract and may be provided via email, fax, or by regular mail. The selected respondent must possess the demonstrated ability to perform successfully under the terms of and conditions of a proposed contract prior to the contract being executed. Determinations of demonstrated performance shall take into consideration such matters as to whether the respondent has:

- Adequate financial resources or the ability to obtain them;

- Ability to meet the RFP design specifications at a reasonable cost, as well as the ability to meet performance goals;
- Satisfactory record of past performance in delivering the proposed or similar services;
- Ability to prioritize and provide services and/or a program that can meet the need identified;
- Satisfactory record of integrity, business ethics and fiscal responsibility;
- Necessary organization, accounting and operational controls;
- Technical skills to perform the work as well as familiarity with the demographic characteristics of the workforce area to be served; and
- Satisfactory record of collaborative efforts involving community and core partners

### **C. Contract Award**

A contract may be awarded based on proposals received, without discussion of such offers with the respondents. Each proposal should, therefore, be submitted in the most favorable terms, from a price and technical standpoint the proposal can make. However, the evaluation team reserves the right to request additional data, oral discussion or presentation in support of written proposals.

Final award of a contract will be contingent upon:

- Successful negotiation of contract
- Acceptance by the respondent of the contract terms and conditions
- Satisfactory verification of past performance and systems, where applicable
- Availability of funding

### **D. Appeal Procedure**

In accordance with applicable regulations, respondents who are denied funding have the right to appeal. The following steps must be taken for organizations to appeal decisions:

1. Submit a letter within three (3) business days from the date of the notification of the contract award to the Chairperson of the WDB stating that an appeal to the contract award is being filed and the specific reasons for that appeal based on the criteria below:
  - a. Clear and substantial error or misstated facts by the review team upon which the decision was made by the Board.
  - b. Unfair competition or conflict of interest in the decision-making process.
  - c. Any illegal or improper act or violation of law.
  - d. Other legal basis on grounds that may substantially alter the Board's decision.

The Chairperson will review the appeal and respond within ten (10) business days.

2. In the event the WDB Chairperson's response is not satisfactory to the respondent, an appeal to the Chief Elected Official may be requested. The request must be addressed in writing within fifteen (15) days from receipt of response from WDB's Chairperson to:

Seventh Planning District Consortium  
Workforce Development Board WDB-70  
Attention: Chief Elected Official  
4000 Viking Drive, STE A-1  
Bossier City, LA 71111

The appeal will be heard at a time set by the Chief Elected Official after consultation with legal counsel, as appropriate.

## **VI. CONDITIONS APPLICABLE TO ALL PROPOSALS**

The Request for Proposal does not commit or obligate WDB to award a contract, to commit any funds identified in the RFP document; to pay any costs incurred in the preparation or presentation of a proposal to the RFP; to pay for any costs incurred in advance of the execution of a contract; or to procure or contract for services or supplies.

Further, the WDB reserves the right to:

- a. Accept or reject any or all proposals in whole or in part, which it considers to be in its best interest. No guarantees, expressed or implied, are made by WDB or its agents as to the availability of funds.
- b. Change or waive any provisions set forth in the RFP.
- c. Reject non-conforming proposals without review.
- d. Waive informalities and minor irregularities in proposals received.
- e. Negotiate any and all proposed terms, conditions, costs, staffing level, services/activities mix, and all other specifics.
- f. Request additional data, technical or price revisions, or oral presentations in support of the written proposal.
- g. Conduct a pre-award review that may include but is not limited to a review of the respondent's record keeping procedures, management systems, accounting and administrative systems.
- h. Change specifications and modify contracts as necessary to: (a) facilitate compliance with the legislation, regulations and policy directives, (b) manage funding, and (c) meet the needs of the customers.
- i. End contract negotiations if acceptable progress, as determined by WDB, is not being made within a reasonable time frame.

By submission of this proposal, the respondent certifies that in connection with this proposal:

- a. The fees or costs in the proposal have been arrived at independently without consultation, communication, or agreement with any other respondent, or with any competitor for the purpose of restricting competition, as to any matter relating to such fees; and

- b. No attempt has been made or will be made by the respondent to induce any other person or firm to submit a proposal for the purpose of limiting or restricting competition.

Each person signing the proposal certifies that:

- a. He/she is the person in the respondent's organization legally responsible, within that organization, for the decision as to the prices or costs being offered and he/she has not participated in any action contrary to (a) and (b) above; or
- b. He/she is not the person in the respondent's organization legally responsible, within the organization, for the decision as to the prices or costs being offered; however, that he/she has been duly authorized in writing, with a copy attached, to act as agent for the persons legally responsible for such decision, and certifies such persons have not participated, and will not participate, in any action contrary to (a) and (b) above.

No proposal will be considered if:

- a. The entity has been disbarred by an action of any governmental agency; or
- b. The entity has not complied with an official order of: any agency, state, or the United States Department of Labor to repay disallowed costs incurred during its conduct of projects or services; or
- c. The entity has any record of public entity crimes; or
- d. For any cause such as pending litigation or if the respondent is determined irresponsible.

The Proposer agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Innovation and Opportunity Act (WIOA) as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, on the basis of the beneficiaries citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or on the basis of his/her participation in any WIOA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment of Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 38.

Further, in accordance with the Civil Rights Statutes for the State of Louisiana, the Proposer assures that it will not discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Proposer, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of the contract.

## **VII. CONTRACT PROVISION**

The following are examples of the contract provisions that will be included in the contract that will be developed as a result of the RFP. The exact text of the contract provisions may differ slightly from the examples shown.

### **A. Contract Costs**

All costs that are approved in a contract must be reasonable and necessary to carry out the planned functions. The costs must be allowable and allocable to the proper grants and costs categories. If the contractor is a public entity or non-profit entity, the contract will not include a provision for profit. Profit margins with individuals and for-profit organizations may be negotiated. Profit margins must be reasonable and cannot be based on a percentage of actual costs.

The contract awarded under the RFP is subject to available funding. The WDB does not guarantee any minimum or maximum amount of work and/or dollar value associated with this procurement. The specific method of payment for services to be rendered will be set forth in the negotiated contract and will be contingent upon demonstration that the negotiated performance deliverables have been successfully accomplished.

### **B. Contract Renewal and Extension**

The contract that results from the RFP may have a provision for extension. The terms and lengths of any extension will be established by the WDB and will be included in the contract provisions. All extensions must be documented in a modification to the contract. Each extension must be for not more than one year and a maximum of three extensions are permitted.

The contract will initially be written for a period of 12 months. Prior to the end of that 12-month period, an evaluation will be made of the performance of the Contractor to determine whether a contract extension may be granted. The performance of the initial contract will be measured from (date) \_\_\_\_\_ through (date) \_\_\_\_\_ and then annually according to the Program Year basis. Based upon that evaluation, an extension may be granted contingent upon established contract performance.

### **C. Early Termination**

The contract that results from the RFP will have provisions for termination of the contract for failure to satisfactorily perform the tasks that are required.

The contract that results from the RFP may also have provisions which allow the contract parties to cancel the contract at any time by providing advanced notice to other contract parties. The contract will also provide for termination of the contract for lack of funds.

#### **D. Modifications**

The contract will have a provision for modifying the contract. Modifications may be necessary to incorporate changes required by federal or state laws and policies. Modifications may be necessary to increase funds to the Contractor if funds become available through other sources.

#### **E. Assignment and Subcontracting**

A part of the proposal evaluation is based upon the previous experience of the proposer and its staff. The contract will contain a provision that prohibits subcontracting or assigning the work to be performed to another entity.

#### **F. Indemnification**

The contract will include an indemnification clause which will state the Contractor shall indemnify and hold harmless the State of Louisiana/LWC, WIOA Administrative Entity/Fiscal Agency, Local Elected Officials, Workforce Development Board 70, its officers, agents and employees from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the Contractor or any of its employees, agents, volunteers, subcontractors, or representatives.

#### **G. Dispute Resolution**

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

#### **H. Audit Rights**

The contract will have a provision which will allow the Fiscal Agent, the State of Louisiana, the U.S. Department of Labor, the United States Comptroller General, and any of their duly authorized representatives, or other with statutory audit rights to perform audits after reasonable advanced notice to the Contractor at any time during the contract period or within three (3) years from the date of the final payment of the contract. At any time during normal business hours and as often as the Fiscal Agent or any of the above parties may deem necessary, the Contractor shall make available to their duly authorized representatives for examination, all its records with respect to all matters covered by the contract.

The Fiscal Agent, the State of Louisiana, the U.S. Department of Labor, the United States Comptroller General, any of their duly authorized representatives, shall have the authority to audit, examine, and make excerpts or transcripts from, any books, documents, papers, and records of the Contractor which are directly pertinent to the

contract, including all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by the contract.

#### **I. Access to Records and Records Retention**

The contract will have a provision relating to Records Retention. That provision will require the Contractor to maintain all records pertinent to the contract, including financial, statistical, property, participant records, and supporting documentation. These records shall be preserved and made available to the Fiscal Agent and its agents for a period of three (3) years after the date of the final closeout of the contract. However, in the event of an audit, records shall be kept by the Contractor until the audit is completely resolved, even if it requires a retention period longer than 3 years. If the Contractor is unable to retain the necessary records for the required period, the Contractor will transfer such records to the Fiscal Agent. Such records shall be transmitted to the Fiscal Agent for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

#### **J. Performance**

The Contractor will be measured for performance of the contract. An evaluation will be conducted by the WDB to determine whether the contract measures have been met. The contract will be evaluated not less than on a semi-annual basis prior to the end of the contract period. This evaluation will determine whether the contract may be extended. Contract performance will be negotiated prior to the beginning of the contract and may include measures relating to the following areas:

- Compliance with Board guidance and policies
- Convene partners and make progress toward integration of services
- Increase workforce recruiting/presentations and increasing number of employers engaged with the workforce development system
- Improvement in customer service for both businesses and job seekers.

#### **K. Copyrights and Rights to Data**

The contract will have a provision relating to Copyrights and Data. That provision requires Contractor to agree that the Fiscal Agent, State of Louisiana, and the U.S. Department of Labor shall have unlimited rights to any data first produced or delivered under the contract.

#### **L. De-obligations**

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

At the time the contract is written, the actual funding amounts provided to the workforce area may not be available. The contract may be modified prior to or

subsequent to the July 1st start date of each contracted period to reflect changes that are necessary due to actual funding amounts received.

#### **M. Insurance**

There is not requirement that proof of insurance be submitted with the proposal, but evidence of insurance must be provided prior to beginning the performance of work under the contract. The Fiscal Agent requirements may include proof of the following as applicable: general liability coverage, insurance for motor vehicles used by employees of the contractor, workers' compensation, and blanket bond coverage. The WDB will not be responsible for providing any type of insurance for the Contractor.

#### **N. Equal Opportunity Requirements**

The Contractor will be required to comply with certain EO requirements. Section 188 of WIOA as amended prohibits discrimination, on the grounds of race, color, religion, sex, sexual orientation, national origin, age, handicap, political affiliation, belief, or marital status be excluded from participation in, be denied benefits of, be subject to discrimination under, or be denied employment in the administration or in the connection with any program or activity funded in whole or part with funds made available under the agreement.

#### **O. Duplicate Funding**

The contract will have a provision requiring the Contractor to agree that any Contractor's cost which is already allocated to other sources may not be included in the cost of the contract. The Contractor must inform the WDB if the Contractor applies for or receives funds which affect the cost or performance of work under this contract and how the Contractor plans to allocate duplicated funds. The WDB will have the right to renegotiate the contract relative to the changed costs.

#### **P. Compliance with Law**

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

- Applicable Federal Laws and appropriate OMB Circulars
- Laws of the State of Louisiana
- WIOA policies as adopted by the Louisiana Workforce Commission
- Local Laws
- WDB policies and procedures
- U.S. Department of Labor statement 29 CFR 38.20 regarding the non-discrimination and Equal Opportunity provisions of the WIOA of 2014 as reauthorized.

In the event of a conflict between such laws and regulations and the terms of this agreement, precedence shall be given to the laws and regulations.

#### **Q. Reporting**

A monthly One-Stop Operator Narrative Report must accompany any requests for funds in order to demonstrate justification for payment of request. The items to be reported on a monthly basis should include:

- Accomplishments toward current objectives
- Challenges encountered or anticipated
- Objectives for the next month

The contract that results from the RFP may have additional requirements that the contractor make regular presentations to the WDB, Local Elected Officials, or similar groups. These reports may include information on customers, identified customer needs, services being provided for customers, employer needs, reports on progress that have been made on meeting the real-time performance metrics, and similar types of information.

The Contractor will also be required to provide the WDB any narrative, statistical, and financial reports related to the elements of the contract in a format and timeframe determined by the WDB.

#### **R. Corrective Action**

In the event that corrective action is necessary, the contractor will be issued a notice identifying corrective action steps, corrective action plans, timeframes, and similar provisions.

#### **S. Patent Rights**

This provision will state that if products are produced under this contract to which a patent is granted, the patent rights shall belong to the WIOA Fiscal Agent, the State of Louisiana, and to the U.S. Department of Labor. This provision shall not apply to products produced by the Contractor other than products which are developed for use in the performance of the work required by this contract.

#### **T. Disallowed Costs**

The contract will have provisions that require the contractor to repay any expenditure that is found to be unallowable. The contract will have provisions requiring the contractor to remedy any deficiencies found in audits or monitoring reports prior to incurring additional expenditures or receiving additional funds.

#### **U. Other Contract Provisions**

The contract may have provisions which are not described in the RFP. Those provisions may be necessary due to applicable laws or regulations, provisions added or changed to reflect negotiations made subsequent to the issuance of the RFP, requirements not known at the time of the issuance of the RFP, or for other reasons.

**This policy shall remain in effect until revised or canceled by the Seventh Planning District Consortium Workforce Development Board.**

Passed and Approved on this 4 Day of December 2020.



The Seventh Planning District Consortium Workforce Development Board  
Title: Matt Wheeler, Chairperson

12/4/2020  
Date

**ATTACHMENT A  
PROPOSAL COVER SHEET**

**Proposal #:** \_\_\_\_\_  
(Leave blank)

**Proposal for One-Stop Operator  
of the  
Seventh Planning District Consortium  
Workforce Development Board 70  
(date) \_\_\_\_\_**

Proposing Organization: \_\_\_\_\_

Note: If proposing as a Consortium, identify the lead agency on this Cover Sheet and attach a listing of Consortium Entities and Contacts.

FEIN #: \_\_\_\_\_ DUNS #: \_\_\_\_\_

Address: \_\_\_\_\_  
City State Zip

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Web Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Organization: ☐ Nonprofit ☐ Governmental ☐ Private for Profit ☐  
Community-Based: ☐

Special Consideration: ☐ Minority ☐ Veteran ☐ Women -Owned Business  
(Check all that apply)

Total Funding Amount Requested for (date) \_\_\_\_\_ through \_\_\_\_\_:

Proposing Organization Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

For WDB use only:

Date Proposal Received by WDB-70: \_\_\_\_\_ Time: \_\_\_\_\_

**ATTACHMENT B  
PROPOSED BUDGET**

Summary of Line Item Costs	WIOA Funds	Proposer Contributions (Not Required)	Total Costs
<b>Personnel – Salaries (list positions)</b>			
a)			
b)			
<b>Personnel – Fringe (list each fringe benefit separately)</b>			
a)			
b)			
c)			
d)			
e)			
<b>Travel</b>			
<b>Telephone</b>			
<b>Supplies</b>			
<b>Other (list each item separately)</b>			
a)			
b)			
c)			
<b>Administrative, if applicable (Please list) *</b>			
a)			
b)			
c)			
<b>TOTAL COSTS</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**\*Must be explained in Budget Narrative, should not exceed 3% of total cost.**

**Budget Narrative**

**Describe and provide justification for each proposed expense on the Budget: Summary of Line Item Costs. All expenditures must be necessary, allowable, and reasonable. Add one additional page if necessary.**

**Staffing Schedule**

Complete the following chart listing all personnel/positions involved in the delivery of the proposed services included in the personnel line item to be allocated to the contract.

Title/Position	Staff Name	Years in Position	Degree(s) Earned	Position (FTE) Required	Annual Salary	Total Salary

## ATTACHMENT C

### ASSURANCES AND CERTIFICATIONS

The following assurances and certifications will be made a part of any resulting contract from this solicitation and respondents must agree to each item below.

1. The individual signing this proposal is authorized to submit the proposal on behalf of the agency/organization.
2. The Contractor assures and certifies that services funded through a contract WDB shall be administered in full compliance with applicable federal, state and local laws, regulations and policies. These include, but are not limited to:
  - Maintaining records that accurately reflect actual performance
  - Maintaining record confidentiality, as required
  - Reporting financial, participant, and performance data, as required
  - Complying with Federal and State non-discrimination provisions
  - Meeting requirements of Section 504 of the Rehabilitation Act of 1973
  - Meeting all applicable labor laws, including the Child Labor Law standard
3. The Contractor shall establish and maintain an auditable financial system, in accordance with recognized accounting practices, with the Act and Regulations, and with State and local requirements on fiscal and programmatic reports.
4. The Contractor must be able to demonstrate that they are fiscally solvent.
5. The Contractor certifies that it will provide a drug-free workplace, as required by Federal law.
6. Any representative/agent of the WDB who participates in the expenditure of WIOA funds shall perform his/her duties in a manner consistent with their obligations to the WDB and in accordance with sound business practices. In complying with these requirements, representatives/agents shall refrain from:
  - a. Solicitation or acceptance of gratuities, favors, or anything of monetary value, from contractors, potential contractors, or parties to sub-agreements.
  - b. Participation in awards or administration of contracts to firms in which the member, officer, staff or representatives/agent or his/her immediate family has a financial or other interest.
  - c. Any representative/agent, who is a paid consultant, or who has a relative who is a paid consultant (as defined in A.R.S. 38-502) for any provider which currently transacts business with the WDB is prohibited from participating in a decision process which may lead to the award of a contract involving such firm.

---

Name of Applicant Organization

---

Authorized Signature/Date

---

Name and Title of Authorized Representative

## **ATTACHMENT D**

### **CERTIFICATION REGARDING DEBARMENT/SUSPENSION**

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name of Applicant Organization

---

Name and Title of Authorized Representative

## **ATTACHMENT E**

### **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and believe that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employer of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loan, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Name of Applicant Organization

---

Name and Title of Authorized Representative

---

Signature/Date

## ATTACHMENT F

### Workforce Development Board LWDA-70, Evaluation Committee Request for Proposals – One-Stop Operator Evaluation Review Criteria

Name of Respondent: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

Score (Evaluator must complete the number of points awarded for each Evaluation Item.)

Evaluation Item (Maximum 15 points)	Maximum (5 points)	Evaluator Points
Experience/Qualifications of the Proposed One-Stop Operator		
1. Did the respondent describe their organization, history, accomplishments, and years in the business, etc.?	5	
2. Did the Respondent describe past & current activities or programs administered and operated by the respondent that demonstrates the capability to perform the duties in the RFP.	5	
3. Did the respondent describe resources the organization brings to the workforce system that will assist in the coordination and delivery of services and how the organization as a whole will support the workforce development system?	5	
<b>TOTAL</b>	<b>15</b>	

Evaluation Item (Maximum 35 points)	Maximum (5 points)	Evaluator Points
Service Strategy for Community Partner Relations		
1. Did the respondent describe outreach and collaboration that will result in successful outcomes for the workforce development system?	5	
2. Did the respondent describe what relationships, partnerships, and community group organizations that would be essential to outreach efforts?	5	
3. Did the respondent describe any plans for collaboration and innovation to build capacity within the system and partner agencies?	5	
4. Did the respondent describe any effort to expand outreach that may result in increased use of the Center services by employers?	5	
5. Did the respondent describe how they would create a Resource Guide and keep it maintained?	5	
6. Did the respondent describe how they would accomplish cross-agency training?	5	
7. Did the respondent describe how they will ensure Center partners are providing services according to WIOA regulations, policies, and our Memorandum of Understanding?	5	
<b>TOTAL</b>	<b>35</b>	

Evaluation Item (Maximum 35 points)	Maximum (5 points)	Evaluator Points
Service Strategy for WDB Collaboration and Compliance		
1. Did the respondent describe how they would implement continuous improvement activities?	5	
2. Did the respondent indicate how they would spread the Goodwill of the American Job Center System?	5	
3. Did the respondent explain their implementation strategy for the WDB priorities?	5	
4. Did the respondent describe how they would help the Center and partners meet and exceed their performance measures?	5	
5. Did the respondent describe how they would ensure the Eligible Training Provider list is kept up to date?	5	
6. Did the respondent explain how they would increase the number of employers participating in the WDB-70 Network?	5	
7. Did the respondent explain how they would coordinate access to virtual resources across the parish?	5	
<b>TOTAL</b>	<b>35</b>	

Evaluation Item (Maximum 15 points)	Maximum (5 points)	Evaluator Points
Budget		
1. Did the respondent's budget fall within provided funding amounts?	5	
2. Did the respondent line item budget correlate with proposed services and are necessary, fair and reasonable?	5	
3. Did the respondent adequately explain Administrative costs in the Budget Narrative?	5	
<b>TOTAL</b>	<b>15</b>	

Total Points Awarded: \_\_\_\_\_

Experience/Qualifications of Proposed One-Stop Operator  
Service Strategy for Community Partner Relations  
Service Strategy for WDB Collaboration and Compliance  
Budget

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments:

Evaluator's Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_