

REQUEST FOR PROPOSALS



CENTRAL OKLAHOMA WORKFORCE INNOVATION BOARD

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Creating a Customer-Centered Approach

In Oklahoma Works Centers

**Program Year: 2017
Release Date: April 5, 2018**

**3813 N Santa Fe Avenue, Suite 135
Oklahoma City, OK 73118
(405) 622-2026**

The Central Oklahoma Workforce Innovation Board (COWIB) is the policy and guidance board for the Workforce Oklahoma system in Central Oklahoma. We are business leaders with a goal to establish a highly skilled, productive workforce in our 9-county area.

COWIB is an Equal Opportunity Employer/ Program. Auxiliary aids and services are available upon request to individuals with disabilities. This was financed in whole or in part by fund from the US Dept. of Labor as administered by the Oklahoma Office of Workforce Development.

<http://www.cowib.org/>

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Download all referenced forms at: <http://www.cowib.org/about-us/cowib-forms/> or request from: **COWIB Program and Policies Manager: (405) 622-2026 X 302**
or COWIB@cowib.org



CENTRAL OKLAHOMA WORKFORCE INNOVATION BOARD

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I. GENERAL INFORMATION

The Central Oklahoma Workforce Investment Board, Inc. /dba Central Oklahoma Workforce Innovation Board (herein referred to as COWIB) is a private 501 (c) 3 not for profit corporation. COWIB serves as the grant recipient and administrative entity of programs under the federal Workforce Innovation and Opportunity Act of 2014 (WIOA). The mission of COWIB is to facilitate and be the catalyst for training and educational services that are responsive to the workforce needs of the businesses located in our nine county area. These counties include Canadian, Cleveland, Hughes, Lincoln, Logan, Okfuskee, Oklahoma, Pottawatomie and Seminole. The work derived from the winning proposer will serve as a model for Oklahoma Works Centers in Central Oklahoma.

All organizations, including minority or female-owned businesses and community based entities are encouraged to apply. When economically feasible, COWIB will consider dividing the total requirements and/or establishing flexible delivery schedule which encourage participation. 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 any services provided under the RFP because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief.

Reference information for WIOA is available on the internet at <http://www.cowib.org> and at <http://www.doleta.gov/reports/program>.

A. CONDITIONS APPLICABLE TO ALL PROPOSALS

The following conditions are applicable to all proposals:

- COWIB reserves the right to reject any and all proposals in whole or in part, to waive any informalities or irregularities in the proposals received, and to accept any proposal that is deemed most favorable to COWIB at the time and under the conditions stipulated in the specifications of this request.
- Non-conforming proposal will be considered non-responsive and are subject to return without review; however COWIB reserves the right to waive informalities and minor irregularities in proposals received.
- COWIB reserves the right to request additional information for clarification from proposers or to allow corrections or errors or omissions.
- All proposals are subject to negotiation by COWIB.

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- COWIB reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between COWIB and the firm selected.

Three copies of the proposal and an electronic version are to be submitted, in accordance with proposal preparation instructions, no later than 1:00 p.m. CDST, May 1 2018 to:

Central Oklahoma Workforce Innovation Board
3813 N. Santa Fe Avenue, Suite 135
Oklahoma City, OK 73118.

Funding award decisions will be made on or about May 7, 2018. Successful bidders will commence services on or about May 10, 2018.

Any question(s) must be submitted in writing by email, no later than April 17, 2018 to:

Eddie Foreman, CEO
Central Oklahoma Workforce Investment Board, Inc.
3813 N. Santa Fe Avenue, Suite 135
Oklahoma City, OK 73118
eddieforeman@cowib.org

II. PROCUREMENT TIMETABLE

<u>Date</u>	<u>Procurement Action</u>
4/5/2018	COWIB releases RFP and publishes required public notices
4/17/2018	Last date for potential bidders to submit questions
4/20/2018	Answers to Bidders' questions posted on COWIB web site
5/1/2018	Proposals due to COWIB no later than 1:00p.m. CDST
5/4/2018	Evaluation committee meets to develop contract recommendations to COWIB. Evaluations will rely on written proposals, which will be incorporated into the contracts. Bidders will not be allowed to make oral presentations, but should be available to answer questions from the committee.
5/7/2018	Bidders notified of committee recommendations
5/7/2018	Contract negotiations
5/10/2018	Start of contract period.

III. DETAILED SCOPE OF WORK FOR SERVICES DELIVERED

Total Possible Points – 200

III.A BACKGROUND INFORMATION

The Central Oklahoma Workforce Investment Board, Inc. /dba Central Oklahoma Workforce Innovation Board (COWIB) is a 501(c) 3 not for Profit Corporation. COWIB is soliciting the services of qualified firms (or individuals) to provide facilitation of customer focus groups designed to provide a customer centered process model to be

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utilized in Oklahoma Works Centers. Funding period for contract(s) awarded under the RFP will be May 10, 2018 through November 30, 2018, provided performance remains acceptable during that period. Subcontracts cannot be issued without prior COWIB consent.

III.B SCOPE OF WORK

The winning bidder will be required to facilitate multiple customer focus groups sessions to develop an understanding of their needs as it relates to the provision of services. The customer groups will be divided into jobseekers and businesses, each being separate efforts. It is possible that the winning bidder may suggest and may use survey instruments jointly agreed to by the contractor and COWIB. The contractor will take the results of the customer focus groups and facilitate a work group of front line staff and management to create a model that will meet the needs identified by the customers while focusing on the most effective and efficient manner to deliver those services. The work group will focus on how to incorporate better service to the business community while aligning services to adults and dislocated workers. While working on this phase, the contractor will have to ensure that any model developed incorporates COWIB policy as well as U.S. Department of Labor regulations and guidance letters as well as any state policy issued by the Oklahoma Office of Workforce Development (OOWD).

The contractor(s) will take the results of the work group and create a standard operating procedure with written procedures suitable for staff to follow as this model is implemented by staff. It is COWIB's goal to align traditional jobseeker services such as labor exchange and career guidance to meet their identified needs, our Oklahoma Works centers will improve both the effectiveness and efficiency of services delivered to our customers. The end result of this new approach would then be utilized to create an operational manual for service delivery that can be used to provide technical guidance to workforce staff as well as used in the training of new staff.

It is anticipated that the consultant(s) hired will be knowledgeable of the requirements of the Workforce Innovation and Opportunity Act of 2014, the appropriate Federal Regulations, OOWD and COWIB policies that govern the delivery of services to both jobseekers and businesses. The selected contractor will review official policy guidance from the State and locally developed policy to ensure the completed manual will encompass all required rules and regulations. The manual must also include a step by step process in order for staff working with our customers to have a reference for not only the completion of required paper forms, but also contain the procedural process for ensuring information is posted correctly in the state supplied electronic case management system and in the state's electronic matching system. This will require instructions for both registering and providing services to jobseekers as well as instructions for gathering the necessary information needed from businesses to create an effective matching of candidates job skills and the work demands of any potential employing organization. The manual will also provide directions and examples of the types of service activity that has proven effective in other areas. The manual must also reflect the strategic plan of the Central Oklahoma Workforce Innovation Board. The manual will contain chapters on how to work with the various providers of other partner agencies as to set up an effective referral method. This will include suggestions on how to work with the local schools, career techs and the community colleges. The selected contractor will also write policy that establishes the standard operational procedure manual for the delivery of a comprehensive business services utilizing the

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information gathered in the focus groups. These policies will be the basis for how the Oklahoma Works conducts its system approach to providing quality services. The selected bidder will interview Board staff, Board members and service providers, as well as members of the selected workgroup.

The successful bidder will have demonstrated experience in developing policy and/or manuals that have proved to be effective in the delivery of WIA or WIOA Title I services. They should be highly aware what constitutes a successful program, but also able to include the additional federal and state regulations into an effective program. The bidders will be evaluated on previous experience, staff expertise, cost estimates, knowledge and experience with both Federal and State rules and regulations and ability to deliver a product within the negotiated time frame. Proposals should include all of the necessary supporting documentation that will allow the Board to conduct a proper evaluation. This should include, but is certainly not limited to: how many focus groups will be necessary, how many meetings of the workgroup you feel is necessary, a synopsis of what the manual would contain with your interpretation of what creates an effective regional workforce system, a detailed time estimate to complete the project, staffing time, cost, benchmarks with time frames, examples of finished related work and how they created improvement, references from customers and other related material. Additionally, please ensure you address each of the following questions in your proposal:

III.B.1 Experience and Qualifications 100 points

A. What are your qualifications and experience in each of the following areas?

- Non-Profit, Volunteer Board Structure
- Sunshine Law Compliance
- Federal Workforce Investment Act (WIA) of 1998
- Federal Workforce Innovation and Opportunity Act (WIOA) of 2014
- Federal OMB uniform administrative guidance
- Prior experience with COWIB
- Demonstrated experience in facilitating a work group
- Demonstrated ability to take work group product and produce an operational manual

B. Describe your firm's capability to provide the services

III.B.2 Proposed Fees 50 points

- What is your projected cost to provide the required services on a scheduled basis?
- What is your proposed pay schedule?

III.B.3 Availability to Perform Services 50 points

- How will you ensure you can meet schedule and service requirements as described above?
- What is your proposed time table for start until completion?
- What steps will you take to ensure you will be readily available to answer questions and requests for information during the course of the contract period?

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- Do you have other projects that might interfere with this project?

IV. PROPOSAL PREPARATION INSTRUCTIONS

Length: Please limit your proposal to 20 pages, Including Cover Page.
Required forms and References will not be included in the page limitation.

Format: Use a standard one (1) inch margins and twelve point font.
Use only white letter sized paper in preparing your proposal.

Sequence:

When completed, your proposal must be in the following sequence:

- The **Cover Page**
- **Narrative Sections:** Make certain you are responsive to the questions contained in the scope of work and information detailed in [Part V. Narrative](#)
- **Budget Page/Proposed Fee Schedule**
- **Forms**
All forms are available for download at <http://www.cowib.org/about-us/cowib-forms/>.
All forms should identify **RFP Name** as ***Creating a Customer-Centered Approach***.
 - RFP Application
 - Certificate Regarding RFP Content — this must be notarized
 - RFP Certification of Bidder
 - RFP Certificate Regarding Conflict of Interest
 - RFP Certification Regarding Debarment
 - RFP Certification Regarding Lobbying
 - RFP Drug-Free Workplace Certification
 - RFP Proposer Certifications (5)
 - #1: Certificate Regarding Compliance with Federal Laws
 - #3: Certification of Indemnification
 - #4: Certificate Regarding Cost
- **References**

The Cover Page and all narrative pages must be numbered. The cover page must be page #1.

Any pages containing charts should fit on a single page.

Proposals due by 1:00 p.m. CDST on Tuesday May 1, 2018. Proposals not submitted on time will not be evaluated.

Submission:

Mail your proposal in an envelope marked: **Customer Centered Approach**

Mail Proposals to:

Eddie Foreman, CEO
Central Oklahoma Workforce Investment Board, Inc.
3813 North Santa Fe, Suite 135

Creating a Customer-Centered Approach

Oklahoma City, OK 73118

Email: eddieforeman@cowib.org

One (1) signed original, (2) copies of the original proposal and an electronic version must be submitted.

The original and copies **MUST** be submitted in a sealed envelope with the **proposers name** and the words **Customer Centered Approach** written on the exterior of the envelope.

Your completed proposal must be submitted to the location and within the time limits as shown in the RFP package.

V. NARRATIVE

The total Narrative portion of the Proposal is limited to a total of 20 pages:

V.A PROPOSERS CONTACT INFORMATION AND DESCRIPTION OF ORGANIZATION SECTION

The proposer should name a responsible person as the contact person. This individual should be familiar with the capabilities of the proposing organization, knowledge in contracting including financial budgets, and should have the authority to negotiate contractual issues on behalf of the proposer.

1. Include the full name, title, address, telephone numbers, fax numbers, e-mail addresses, etc.
2. Include a description of the entity type and the principal functions which are performed by the proposer entity.
3. Include data on how long your organization has been in business and how long your organization has been providing services similar to those being proposed.

Page Limit: 1

V.B NARRATIVE SECTION

Prepare a narrative outlining how you will provide the services required in the RFP. Make certain you are responsive to the questions asked in the scope of work.

Page Limit: 15

V.C QUALIFICATIONS OF STAFF SECTION

1. Describe the qualifications for staffing that will be providing the required services.
2. If staff has already been selected for this project, provide names and prior experience of each staff.

Page Limit: 1

V.D PREVIOUS EXPERIENCE SECTION

1. Describe your previous/current experience in delivering similar programs or services.

Page Limit: 2

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V.E BUDGETS SECTION

Present a budget by cost on in the prescribed format according to the scope of work in the various levels of service.

Page Limit: 1

VI. FORMS / CERTIFICATIONS & SIGNATURES

All signatures must be original; digital signatures are not accepted.

VI.A RFP APPLICATION

VI.B CERTIFICATE REGARDING RFP CONTENT

The proposer certifies that it has read all of the information presented in the RFP. The proposer certifies that it understands that the contract that will arise from this RFP will have the conditions, stipulations, and requirements that are stated in the RFP and that the contract will have other legal provisions that are standard and customary contract provisions, but which are not specifically shown in this RFP.

This form must be notarized.

VI.C RFP CERTIFICATION OF BIDDER

VI.D RFP CERTIFICATE REGARDING CONFLICT OF INTEREST

The Central Oklahoma Workforce Investment Board maintains a written code of conduct that governs the performance of its members, the Youth Council, employees, and agents engaged in the award and administration of contracts.

The proposer certifies that it is either not aware of any potential conflicts of interest between itself and the Central Oklahoma Workforce Investment Board or that if there is a potential conflict of interest between itself and the Central Oklahoma Workforce Investment Board, the proposer shall declare this potential conflict of interest below:

VI.E RFP CERTIFICATE REGARDING DEBARMENT

The proposer certifies that it and its principles: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in this paragraph; and (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

VI.F RFP CERTIFICATE REGARDING LOBBYING

The proposer certifies that no funds have been paid or will be paid by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

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entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The proposer certifies that it is aware that a Certificate Regarding Lobbying, Certification for Contracts, Grant, Loans, and Cooperative Agreements will be included in the contract that will be awarded through this proposal.

VI.G RFP CERTIFICATE REGARDING DRUG WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CFR Part 98, Section 98.305, Section 98.20 and Subpart F, as amended in Volume 60 of the Federal Register on June 26, 1995 at 20 CFR Section 98.600.

The Proposer certifies that it will continue to provide a drug-free workplace and that it is and will continue to be in compliance with the Drug-Free Workplace Act.

VI.H RFP PROPOSER CERTIFICATIONS (5)

Only three of these certifications are required to be initialed before the form is signed:

VI.H.1 Certificate Regarding Compliance with Federal Laws

The proposer certifies that it is an Equal Opportunity Employer and is in compliance with Section 188 of the Workforce Investment Act, the Americans With Disabilities Act, the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975, and Executive Orders 11246 and 11375. The proposer certifies that it will provide guidelines for client grievance procedures.

VI.H.2 Certification of Indemnification

The proposer certifies that it is aware that an indemnification clause will be included in the contract that is awarded as a result of this proposal. The proposer certifies that it is aware that the indemnification clause will state that the proposer (contractor) shall indemnify and hold harmless the Central Oklahoma Workforce Investment Board, the Central Oklahoma Workforce Investment Board officers, agents, and employees and the Central Oklahoma WIA Local Elected Officials from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the proposer (contractor) or any of its employees, agents, volunteers, subcontractors, or representatives.

VI.H.3 Certificate Regarding Cost

The proposer certifies that to the best of its knowledge and belief, the cost data submitted is accurate, complete, and current at the time this proposal is submitted.

VII. THE CONTRACT THAT MAY RESULT FROM THIS RFP

The following are examples of the contract provisions that will be included in the contract that will be developed as a result of this RFP. The exact text of the contract provision may differ slightly from the example shown. Contracts with non-profits or governmental agencies will be cost reimbursable, while contracts with for profit entities will be fixed priced.

LIABILITY COVERAGE

It is hereby acknowledged and understood that the Contractor is acting as an independent contractor in the performance of these duties. The Contractor assumes all risks associated with participation in and performance of this contract agreement. It is

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further acknowledged and understood that any injuries or property damage caused by or suffered by the Contractor are not covered by any liability or workers compensation coverage through the BOARD.

EARLY TERMINATION OF CONTRACT AGREEMENT

Termination for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the contract, the BOARD shall thereupon have the right to terminate this contract, by giving written notice to the Contractor of such termination and specify the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the BOARD become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Should any representative, employee or agent of the Contractor cause a financial obligation on behalf of the BOARD without proper authorization, or represent themselves as an authorized agent of the BOARD, then the Contractor will be liable for the cost incurred and the contract shall be terminated for cause.

This contract agreement may be amended or terminated if performance does not meet BOARD standards.

For Convenience

The BOARD may, at its convenience, terminate this contract for any reason by providing the Contractor with written notice of its intent to terminate. In terminating the contract for convenience, the BOARD must provide reasonable notice to the Contractor specifying the extent to which performance of services under this contract is terminated and date upon which such termination becomes effective. In no instance shall a termination for convenience be in effect in less than thirty (30) days after receipt of written notice thereof. The Contractor agrees that the BOARD will not be liable for breach of contract if the BOARD exercises its right to termination for convenience.

For Lack of Funds

Funding for this contract is provided to the BOARD through contracts with the Oklahoma Employment Security Commission and the U.S. Department of Labor (DOL). The BOARD may terminate this contract if funding from the Oklahoma Employment Security Commission and/or the U.S. Department of Labor (DOL) is not received or if the amount received is reduced. The Contractor agrees that the BOARD will not be liable for breach of contract if the BOARD exercises its right to termination due to lack of funding.

CONTRACT AGREEMENT MODIFICATIONS

Any revisions, additions, or deletions to the terms of this contract which are required by changes in Federal law or regulations are automatically incorporated into this contract without written amendment hereto, and shall become effective on the date designated by law or regulation.

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It is understood and agreed by the parties hereto that performances under the contract must be rendered in accordance with the WIA, the WIA Final Rule (20 CFR Part 652) promulgated under the Act, and the assurances and certifications made to the U. S. Department of Labor by the State of Oklahoma with regard to the operation of the BOARD. Based on this consideration, and in order to ensure the legal and effective performance of this agreement by both parties, it is agreed by the parties hereto that the performance under this contract may be amended in the following manner: the BOARD, from time to time during the period of performance of this contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the State of Oklahoma, the BOARD, or their designee in the form of WIA issuances or the BOARD Policy and Procedure Statements, shall have the effect of qualifying the terms of this contract, and shall be binding upon Contractor as if written herein, provided however, that such policy directives shall not alter the terms of this agreement so as to relieve the BOARD of any obligations specified in this agreement.

Contract extensions may be considered, depending on satisfactory performance of contract conditions, and at the discretion of the BOARD. If an extension of this contract is offered, the BOARD will use the relationship between outcomes and expenditures in the existing contract and the availability of funds for a specified time frame. The BOARD may vary the program and/or contract period as necessary and shall ensure compliance with WIA policies in doing so. Contracts may be amended or terminated if performance does not meet BOARD standards.

Any change in this contract or its attachments with the exception of those required by Federal or State Law shall be submitted for written approval by the BOARD or Contractor before becoming effective. Either party may request that the contract terms be re-negotiated when circumstances, which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting, arise during the period of performance of this contract. Such circumstances must have a substantial and material impact upon the performance projected under this contract and must be outside the control of either party.

COMPLIANCE WITH LAW/ORDER OR PRECEDENCE

In rendering the performance hereunder, Contractor shall comply with the requirements of the Workforce Investment Act (WIA) Public Law 105-220; 20 CFR Part 652 et al, U.S. Department of Labor; Workforce Investment Act; Final Rules.

All contracts funded through the BOARD are subject to the following requirements: the Workforce Investment Act of 1998 (20 USC 9201); the federal regulations issued by the U.S. Department of Labor; and the final regulations issued by the U.S. Department of Labor at 20 CFR Part 652; Workforce Investment Act; Final Rules, federal laws and regulations concerning nondiscrimination and equal opportunity; federal labor laws and standards; the Governor, the State Workforce Investment Board, Oklahoma Employment Security Commission Guidance; and plans and policies of the Central Oklahoma Workforce Investment Board; and the respective Local Workforce Development Councils relative to this contract. 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.

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INDEMNIFICATION

The Contractor shall assume liability for its actions and the actions of agents and subcontractors under this contract. The Contractor shall hold harmless, defend and indemnify the BOARD and its agents and employees from any and all claims for damages, including costs and attorney fees resulting in whole or in part from the Contractor's or its agents' activities under this contract.

AUDIT RIGHTS

All contract payments are subject to audit. The BOARD, the State of Oklahoma, the U. S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives may perform audits after reasonable advance notice to the Contractor at any time during the contract period or within three (3) years from the date of final payment of this contract. At any time during normal business hours and as often as the BOARD or any of the above parties may deem necessary, the Contractor shall make available to their duly authorized representatives for examination, all its records with respect to all matters covered by this contract. The BOARD, the State of Oklahoma, the U. S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives shall have authority to audit, examine, and make excerpts or transcripts from, any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract, including all contracts, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this contract.

If the Contractor violates or permits violation of contract terms or conditions, the Contractor shall repay to the BOARD the amount of funds directly related to that violation.

The BOARD requires all contracts to have an annual audit. These audits shall be performed in accordance with OMB Circular A-133 or the Single Audit Act Amendments of 1996.

The Single Audit Act Amendments of 1996 provide uniform audit requirements that apply to all non-federal entities that receive federal financial assistance and federal awards. For purposes of audit, a non-federal entity is defined as any state, local government or non-profit organization administering or passing through federal financial assistance funds. The costs of audits performed in order to comply with the Single Audit Act Amendments of 1996 are allowable costs provided the \$500,000 annual federal expenditure criteria is met.

The BOARD requires a commercial Contractor (private for profit) that receives \$100,000 or more a year in federal or state funds to have either a program specific audit, or an organization-wide audit that includes the publicly funded program within its scope. The costs of the audit performed in order to comply with either a program specific audit, or organizational-wide audit are allowable costs.

RECORD RETENTION

Contractor shall maintain all records pertinent to this contract, including financial, statistical, property, participant records, and supporting documentation. These records shall be preserved and made available to the BOARD and its agents for a period of three (3) years after the date of final closeout of this contract. However, in the event of an audit, records shall be kept by Contractor until the audit is completely resolved if this requires a retention period longer than 3 years.

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If the Contractor is unable to retain the necessary BOARD participant and financial records for the required period, the Contractor shall transfer such records to the BOARD. Such records shall be transmitted to the BOARD for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

ACCESS TO RECORDS

After reasonable notice, at any time during normal business hours and as often as the BOARD may deem necessary, the Contractor shall make available for examination all its records relating to all matters covered by this contract.

Contractor shall give the United States Department of Labor, the Comptroller General of the U. S., the General Accounting Office, the Auditor of the State of Oklahoma, and the Central Oklahoma Workforce Investment Board, or any of their duly authorized representatives, access to and the right to audit, examine, copy, or mechanically reproduce all reports, books, papers, documents, and other records pertaining to this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and shall permit and cooperate with any audit or review conducted pursuant to this section of this contract.

Upon written request, the Contractor shall furnish to any of the above parties copies of any project documents that are necessary in reviewing plans and procedures and Contractor's capability to carry out programs and activities. Such documents may include, but are not limited to: trainee records, job referral logs, and activity service records, records of complaints, claims for travel expenditures, financial agreements, or forms used to document trainee progress, such as counseling records or evaluation devices.

Contractor may elect to turn over to the BOARD all records pertaining to this contract as mentioned above. The BOARD, if receiving all these records, will be responsible for maintaining them for audit or other purposes.

ASSIGNMENT OF CONTRACT OR INTEREST

Contractor shall not assign in whole or any part any contractual duties under this agreement without the written prior approval of the BOARD. In no case shall such consent relieve the Contractor from the obligation under, or change the terms of, the contract unless otherwise provided for.

The Contractor shall not transfer or assign any contract funds or claims due or to become due, without the written approval of the BOARD having first been obtained.

DISPUTE RESOLUTION

The Contractor agrees to use administrative processes and negotiation in attempting to resolve disputes arising from this contract. The Contractor shall continue performance of the contract activities during such dispute and shall immediately submit written request for informal review and consultation to the BOARD. Should the dispute not be resolved at this level within thirty (30) calendar days of such request, the BOARD, through its committee, shall review the disputed matter and after consultation with the BOARD Executive Director, and the Contractor, shall resolve same in accordance with standards as set forth in WIA Section 184, and such decision shall be rendered in writing and become binding to all parties. Nothing in this paragraph shall imply that the

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Contractor is prevented from appealing to the BOARD or State decisions pursuant to WIA regulations.

All parties agree that any legal action brought in relation to this contractual agreement shall be brought in the District Court for Muskogee County of the State of Oklahoma, or for Federal actions, in the Central Oklahoma District of the U. S. Courts in Muskogee, Oklahoma.

DE OBLIGATION/REOBLIGATION/EXTENSIONS

Either party may terminate this contract without cause after giving the other party sixty (60) days advance written notice of their intent to terminate this agreement. However, no termination is allowable without cause within the 30-day period immediately prior to the beginning date of the contract.

This agreement may be terminated, in whole or in part, without limiting remedies, by either party to this agreement if the other party fails to perform in accordance with the terms of this contract. Performance does not mean only actual delivery of the product or service specified in the contract. It is meant to include the delivery of the product or service in a manner, which would be appropriate for good quality. In this event, the aggrieved party shall deliver three (3) working days advance written notice to the other party specifying the performance failure and the intent to terminate. The Contractor will have five (5) days from the receipt of such notice to correct the condition to the BOARD's satisfaction. If the condition is not corrected within the ten (10) day period, the Contractor will be determined to be in breach of contract.

The BOARD may unilaterally terminate or negotiate modification of this agreement at any time if its Federal or State grants are suspended, reduced, or terminated before or during the contract period, or if Federal or State Grant terms and regulations change significantly.

Contract extensions may be considered, depending on satisfactory performance of contract conditions. If an extension of this contract is offered, the BOARD will use the relationship between outcomes and expenditures in the existing contract and the availability of funds for a specified time frame. The BOARD may vary the program and/or contract period as necessary and shall ensure compliance with WIA policies in doing so.

In the event of early termination initiated by either party for whatever reason, the Contractor is entitled to payment earned through the date of contract termination. Only reimbursement for costs incurred under this contract from the contract beginning date through the date of contract termination will be eligible for payment under this contract.

SUBCONTRACTING

Contractor shall not subcontract in whole or any part any contractual duties under this agreement without the written prior approval of the BOARD.

The Contractor remains responsible for assuring compliance by such subcontractors with WIOA, Federal, State and local laws, regulations, policies, procedures, and the contract conditions.

CORRECTIVE ACTION

The management, administration, and implementation of all terms and conditions of the contract shall be performed in a manner satisfactory to the BOARD.

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The BOARD reserves the right for the BOARD or its designee to conduct monitoring and evaluation of the performance provided under this agreement. The BOARD will notify Contractor in writing of any deficiencies noted during such review, and may withhold or disallow payments as appropriate based upon such deficiencies. The BOARD will provide technical assistance to Contractor in correcting the deficiencies noted. The BOARD shall conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the BOARD may terminate this contract.

LEGAL AUTHORITY

Contractor assures and guarantees that it possesses the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving Contractor legal authority to enter into this contract, receive the payments authorized under this contract, and to perform the work Contractor has obligated itself to perform under this contract.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties that the BOARD is subcontracting with Contractor as an independent Contractor and that Contractor agrees to indemnify the BOARD against all disallowed costs or other claims which may be established by Contractor or any third party occurring in connection with the services to be provided by Contractor under this contract.

OTHER TERMS

Nothing in this agreement shall be construed to limit either party's legal remedies, including, but not limited to the right to sue for damages or specific performance should either party materially violate any of the terms of the contract. Failure to act on any default shall not constitute waiver of rights on such default or any subsequent default.

If applicable, the Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). These sections deal with methods of paying wages, overtime provisions, and safe working environments for mechanics or laborers.

If this contract is in excess of \$ 2,000.00 and is for construction or repair, the Contractor shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations 29 CFR, Part 3). This Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The BOARD and Contractor are required to report all suspected or reported violations to the U. S. Department of Labor.

If this contract is in excess of \$ 2,000.00 and is for construction, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act the Contractor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor is required to pay wages not less than once a week. The Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The BOARD and

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Contractor are required to report all suspected or reported violations to the U. S. Department of Labor.

If this contract is in excess of \$ 100,000.00, the Contractor shall insure compliance with all applicable standards, orders, or regulations issued pursuant to the Clear Air Act of 1970 (U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. The BOARD and Contractor are to report violations to the U. S. Department of Labor and the Regional Office of the Environmental Protection Agency.

COPYRIGHTS AND RIGHTS TO DATA

The Contractor agrees that the BOARD, the State of Oklahoma, and the U. S. Department of Labor shall have unlimited rights to any data first produced or delivered under this agreement.

PRE-AGREEMENT COST CLAUSE

Allowable expenditures of BOARD funds between the effective date of this contract and the actual signature date of the contract will be allowed as long as the actual signature date is within 30 days of the effective date of the contract.

PRICE ADJUSTMENT

If this contract was negotiated in reliance upon cost data supplied by the Contractor, the BOARD stipulates that it can adjust the price to exclude any significant sum by which the price was increased because the Contractor had submitted cost data in the original proposal which was not accurate, complete, or current.

PATENT RIGHTS

If products are produced under this contract to which a patent is granted, the patent rights shall belong to the BOARD, the State of Oklahoma, or the U. S. Department of Labor. This provision shall not apply to products produced by the Contractor other than this contract and which are used in the performance of the work required by this contract.

SOLE PROPRIETARY RIGHTS

The BOARD has sole proprietary rights created by this contract.

PART VI: SELECTION PROCESS

PROPOSAL EVALUATION CRITERIA

Proposals received subsequent to the deadline will not be reviewed and considered. The signature page must be complete, signed, and notarized or the proposal will not be considered.

The total maximum points that can be awarded are 200.

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

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Evaluation Item	Range	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 – (-10)	0
Experience and Qualifications	0 - 100	100
Proposed Fees	0 - 50	50
Availability to Perform Services	0 - 50	50
Totals	(-10) - 200	200

Download all referenced forms at: <http://www.cowib.org/about-us/cowib-forms/> or request from:

COWIB Program and Policies Manager:
or COWIB@cowib.org

(405) 622-2026 X 302