**Workforce DEVELOPMENT AREA 16**

**WIOA Adult and Dislocated Worker**

**Request for Proposals**

**Attachment A**

**FORMAL RATING INSTRUMENT**

**Applicant Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Reviewer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Proposed County to Serve: Harrison Jefferson**

(Circle one-separate evaluation for each county proposal required)

**Phase I: Initial Qualifying Criteria**

If any of these questions are answered NO, then this proposal CANNOT be rated and the review process stops at this point.

1. Did the applicant submit the proposal on time? YES NO
2. Are all of the required RFP forms filled out? YES NO
3. Has the applicant provided a copy of their most recent Audit? YES NO
4. Has the applicant provided proof of insurance? YES NO

**Phase II: Criteria for Scoring of Technical Proposal**

Qualified proposals will be reviewed by a Proposal Review Team (PRT) appointed by the WDB16 Board. For each of the evaluation criteria provided on the score sheet, reviewer’s will collectively judge weather the Technical Proposal exceeds, meets, partially meets or does not meet, the requirements expressed in the RFP. Points will be assigned as follows:

0 Does not meet requirements 5 partially meets requirements

10 meets requirements 15 exceeds requirements

A technical proposal‘s total Phase II score shall be the sum of the point value for all the evaluation criteria. The PRT will collectively score each qualifying proposal. Technical proposals which do not meet or exceed a total score of at least 179 points out of a total 255 points (70%), will be disqualified from further consideration, and its cost proposal will neither be opened nor considered for Phase III consideration.

**Phase II: Scoring Matrix**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Evaluation Criteria** | **RFP Sec Ref** | **Does Not Meet (0)** | **Partially Meets (5)** | **Meets (10)** | **Exceeds (15)** |
|  | **Applicant Background** |  |  |  |  |  |
| **1** | Details about applicant experience with adult and dislocated workers, including services offered and years of experience | **Sec 2 1-A** |  |  |  |  |
| **2** | Examples of staff experience working with adult and dislocated workers | **Sec 2 1-B** |  |  |  |  |
| **3** | Staff training, seminars attended etc. that enhance staff experience working with adults and dislocated workers | **Sec 2 1-C** |  |  |  |  |
|  |  |  |  |  |  |  |
|  | **Adult and Dislocated**  **Program Summary** |  |  |  |  |  |
| **4** | Applicant’s experience offering Career Services to adults and dislocated workers | **Sec 2 2-A** |  |  |  |  |
| **5** | How applicant will implement Career Services to adult and dislocated workers | **Sec 2 2-B** |  |  |  |  |
| **6** | Applicant’s experience offering Training Services to adult and dislocated workers | **Sec 2 2-C** |  |  |  |  |
| **7** | How applicant will implement Training Services to WIOA adults and dislocated workers | **Sec 2 2-D** |  |  |  |  |
| **8** | Applicant’ experience offering Supportive Services to adult and dislocated workers | **Sec 2 2-E** |  |  |  |  |
| **9** | How applicant will implement Supportive Services to WIOA adults and dislocated workers | **Sec 2 2-F** |  |  |  |  |
| **10** | Applicant’ experience offering Follow-up Services to adult and dislocated workers | **Sec 2 2-G** |  |  |  |  |
| **11** | How applicant will implement Follow-up to WIOA adults and dislocated workers | **Sec 2 2-H** |  |  |  |  |
|  |  |  |  |  |  |  |
| **Item** | **Evaluation Criteria** | **RFP Sec Ref** | **Does Not Meet (0)** | **Partially Meets (5)** | **Meets (10)** | **Exceeds (15)** |
|  | **Outreach, Recruitment**  **and Referral** |  |  |  |  |  |
| **12** | How the applicant will recruit WIOA adults and dislocated workers for programs | **Sec 2 3-A** |  |  |  |  |
| **13** | Applicant’s understanding of agencies in the county/region who can be referrals or partners to provide additional services to adult and dislocated workers | **Sec 2 3-B** |  |  |  |  |
|  |  |  |  |  |  |  |
|  | **Performance History** |  |  |  |  |  |
| **14** | Brief experience of past performance for employment and training programs, especially for adult and dislocated workers | **Sec 2 4-A** |  |  |  |  |
| **15** | If you have not operated an adult or dislocated worker program, indicate how your past experience in other programs will enable you to meet the performance measures required in this RFP | **Sec 2 4-B** |  |  |  |  |
| **16** | Do your accounting principles meet GAAP principles? | **Sec 2 4-C** |  |  |  |  |
| **17** | Provide information of any findings for recovery that required any repayment. | **Sec 2 4-D** |  |  |  |  |
|  |  |  |  |  |  |  |
| **Points** |  |  |  |  |  |  |
| **Grand Total** |  | **\_\_\_\_\_** | **\_\_\_\_\_\_** | **\_\_\_\_\_\_** | **\_\_\_\_\_\_\_** |  |

**Based on the Total Technical Score, does I equal or exceed 170 points for Phase III consideration? YES NO (if NO, the vendor cost proposal will not be opened**

**Evaluator Signature Date**

***DEFINITION OF TERMS- ATTACHMENT B***

***WORKFORCE DEVELOPMENT AREA 16***

***WIOA Adult and Dislocated Worker***

***Request for Proposal***

***Attachment B***

**More definitions can be found at:**

As information is received for WIOA that affects this RFP it will be posted on our web site [www.WDB16.com](http://www.WDB16.com) . Additional information can also be found on the State of Ohio’s web site <https://jfs.ohio.gov/owd/WIOA/index.stm>. Department of Labor also has information posted and it can be found at [www.doleta.gov/wioa](http://www.doleta.gov/wioa) .

**1.** **ADULT:** An individual who is age 18 or older.

**2. AUDIT:** An objective systemic review process that involves selecting and evaluating evidence for the purpose of ascertaining the reliability of reported financial information and/or appraising performance/program activities, in accordance with OMB A-133.

**3. CAREER SERVICES:**

(A) SERVICES PROVIDED: Funds described in paragraph (1) shall be used to provide career services, which shall be available to individuals who are adults or dislocated workers through the one-stop delivery system and shall, at a minimum, include;

(i) Determinations of whether the individuals are eligible to receive assistance under this subtitle;

(ii) Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the one-stop delivery system;

(iii) Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;

(iv) Labor exchange services, including:

(I) Job search and placement assistance and, in appropriate cases, career counseling, including

(a) Provision of information on in-demand industry sectors and occupations; and

(b) Provision of information on nontraditional employment; and

(II) Appropriate recruitment and other business services on behalf of employers, including small employers, in the local area, which services may include services described in this subsection, such as providing information and referral to specialized business services not traditionally offered through the one-stop delivery system;

(v) Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery H. R. 803—102 system and, in appropriate cases, other workforce development programs;

(vi) Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:

(I) Job vacancy listings in such labor market areas;

(II) Information on job skills necessary to obtain the jobs described in sub-clause (I); and

(III) Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations; and

(vii) Provision of performance information and program cost information on eligible providers of training services as described in section 122, provided by program, and eligible providers of youth workforce Development activities described in section 123, providers of adult education described in title II, providers of career and technical education activities at the postsecondary level, and career and technical education activities available to school dropouts, under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), and providers of vocational rehabilitation services described in title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.); (viii) provision of information, in formats that are usable by and understandable to one-stop center customers, regarding how the local area is performing on the local performance accountability measures described in section 116(c) and any additional performance information with respect to the one-stop delivery system in the local area;

(ix) (I) Provision of information, in formats that are usable by and understandable to one-stop center customers, relating to the availability of supportive services or assistance, including child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act (42 U.S.C. 1396 et seq. and 1397aa et seq.), benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986, and assistance under a State program for temporary assistance for needy families funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) and other supportive services and transportation provided through funds made available under such part, available in the local area; and

(II) Referral to the services or assistance described in sub-clause (I), as appropriate;

(x) Provision of information and assistance regarding filing claims for unemployment compensation; H. R. 803-103

(xi) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under this Act;

(xii) Services, if determined to be appropriate in order for an individual to obtain or retain employment, that consist of;

(I) Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include;

(a) Diagnostic testing and use of other assessment tools; and

(b) In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;

(II) Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services pursuant to paragraph (3)(F)(ii), and career pathways to attain career objectives;

(III) Group counseling;

(IV) Individual counseling;

(V) Career planning;

(VI) Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;

(VII) Internships and work experiences that are linked to careers;

(VIII) Workforce preparation activities;

(IX) Financial literacy services, such as the activities described in section 129(b)(2)(D);

(X) Out-of-area job search assistance and relocation assistance; or

(XI) English language acquisition and integrated education and training programs; and

(xiii) Follow-up services, including counseling regarding the workplace, for participants in workforce Development activities authorized under this subtitle who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

**4. CONTRACTING AGENCY:** For this RFP and contract, the County Workforce Development Fiscal Agent.

**5. CONTRACTOR / PROPOSER:** For this RFP and contract, the agency/organization submitting the RFP.

**6. DISLOCATED WORKER, WIOA:** An individual who-

A. Has been terminated or laid off, or who has received a notice of termination or layoff, from employment; H. R. 803—8; is eligible for or has exhausted entitlement to unemployment compensation; or has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in section 121(e), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and is unlikely to return to a previous industry or occupation;

B. Has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise; is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or (iii) for purposes of eligibility to receive services other than training services described in section 134(c)(3), career services described in section 134(c)(2)(A)(xii), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close;

C. Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters;

D. Is a displaced homemaker; or

E. Is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or (ii) is the spouse of a member of the Armed Forces on active duty and who meets the criteria described in paragraph (16)(B).

**8. DISPLACED HOMEMAKER:** an individual who has been providing unpaid services to family members in the home and who

(A) (i) has been dependent on the income of another family member but is no longer supported by that income; or

(ii) is the dependent spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code) and whose family income is significantly reduced because of a deployment (as defined in section 991(b) of title 10, United States Code, or pursuant to paragraph (4) of such section), a call or order to active duty pursuant to a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code, a permanent change of station, or the service-connected (as defined in section 101(16) of title 38, United States Code) death or disability of the member; and

(B) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

1. **FOLLOW-UP:** Follow-up with youth for twelve (12) months after exit to see if they need additional in employment, education or other areas of assistance.
2. **GAAP (GENERAL ACCEPTED ACCOUNTING PRINCIPLES):** Accounting rules and procedures established by authoritative bodies or conventions that have evolved through custom and common usage.
3. **IN-DIRECT COST OR COST POOLED COST:** Costs that are not direct costs to WIOA but are incurred for a common or joint purpose benefiting more than one cost objective, title or grant.
4. **ONE STOP**: A seamless system of service delivery that is created through the collaboration of entities responsible for separate workforce development funding streams. This system consists of one or more comprehensive, physical One-Stop centers in a local area that provides the core services and access to the other activities and programs provided under WIOA and by each One-Stop partner. 20 CFR 652 662.100.
5. **REQUEST FOR PROPOSAL (RFP):** The solicitation procedure where a negotiated procurement will be the method of acquisition.
6. **STAND-IN COST:** Cost paid from non-Federal sources that a contractor proposes to substitute for Federal costs.
7. **SUPPORTIVE SERVICES:** The term ‘‘supportive services’’ means services such as transportation, child care, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized
8. **TRAINING SERVICES:**

(A) IN GENERAL.—

(i) ELIGIBILITY.—Except as provided in clause (ii), funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), shall be used to provide training services to adults and dislocated workers, respectively—

(I) who, after an interview, evaluation, or assessment, and career planning, have been determined by a one-stop operator or one-stop partner, as appropriate, to—

(a) be unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through the career services described in paragraph (2)(A)(xii);

(b) be in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and

(c) have the skills and qualifications to successfully participate in the selected program of training services;

(II) who select programs of training services that are directly linked to the employment opportunities in the local area or the planning region, or in another area to which the adults or dislocated workers are willing to commute or relocate;

(III) who meet the requirements of subparagraph (B); and (IV) who are determined to be eligible in accordance with the priority system in effect under subparagraph (E).

1. **WIOA:** Workforce Innovation Opportunity Act,
2. **WORKFORCE DEVELOPMENT AREA (WDA):** Individual counties and large cities, which may join together for improving the delivery of employment and training services in the area. Promotes effective delivery of job training services and is approved by the Governor.
3. **WORKFORCE DEVELOPMENT BOARD (WDB):** Representatives from the private sector, organized labor, community-based organizations, educational agencies, economic development agencies and one-stop partners. The WDB is responsible for providing policy guidance and oversight with respect to activities under the local training and employment plan.
4. **YOUTH COUNCIL:** A committee reporting to the Workforce Development Board, composed of local community leaders with special youth expertise, which help to develop youth employment and training policy.

***WORKFORCE INVESTMENT AREA 16***

***WIOA Adult and Dislocated Worker***

***Request for Proposal***

# Attachment C

## ASSURANCES AND CERTIFICATIONS-

## ATTACHMENT C

**1**. **FEDERAL, STATE AND LOCAL LAWS.** The Contractor will comply with all applicable Federal, State and local laws, rules and regulations. After notice and opportunity to be heard, including an opportunity to demonstrate compliance and make restitution, a determination of failure to adhere to any such requirements shall constitute cause for termination of contract.

1. **LOBBYING.** Both parties to this contract insure that no funds under this contract shall be used for lobbying activities.
2. **DEBARMENT/SUSPENSION.** The Contractor certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
3. **POLITICAL ACTIVITY.** Both parties to this contract insure that no funds from this contract will be used to encourage or promote any kind of political activity.
4. **AMERICANS WITH DISABILITIES ACT.** It is the responsibility of the Contractor to comply with the regulations of the Americans with Disabilities Act.
5. **DRUG FREE WORKPLACE.** The Contractor agrees to maintain a Drug Free Workplace.
6. **COMPLIANCE WITH CHILD LABOR LAWS.** When applicable, is required of the Contractor.
7. **AUDIT.** The Contractor agrees to submit a copy of their most recent audit report to the Contracting Agency if the federal contract(s) entered into exceed $300,000.
8. **DELINQUENT TAXES.** Contract bidders must certify that their personal property taxes have been paid. (OH Rev. Code 5719.042)
9. **DUPLICATION OF SERVICES.** Funds provided under the WIOA Act shall not be used to duplicate other government facilities or services available in the area unless new facilities/services can be demonstrated more effective.
10. **MODIFICATION.** Any changes requested or required shall be in written form only and signed by both parties to this contract.
11. **MONITORING.** The Contracting Agency representatives and federal and state staff will monitor performance of the Contractor to ensure adherence to the terms of this contract. Monitoring could include the review of financial and operational records relating to this contract and interviews with those directly involved with the services rendered under this contract. Monitoring governmental representatives shall have access to and the right to copy any documents pertinent to the procurement. This also includes timely and reasonable access to contractor and subcontractor’s personnel for the purpose of interviews and discussions related to such documents.
12. **RECORD KEEPING.** The Contractor shall, for a period of three (3) years from the date of resolved audit, maintain records sufficient to support all payment, and upon request of the Contracting Agency, shall make such records available. These records include financial, statistical, property, and participant records and supporting documentation. The aforementioned records will be retained beyond the three (3) year period if any litigation is begun, an audit has not been completed or if a claim is instituted involving the sub-grant agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved.
13. **DISPUTE RESOLUTION.** The Contractor shall agree to attempt to resolve disputes arising from this contract through administrative processes and negotiations in lieu of litigation. The Contractor ensures performance during disputes.

Any dispute concerning a question of fact arising under this contract will undergo informal resolution and a hearing to be completed within 60 days of the filing of the grievance or complaint. Any dispute, which is not settled by informal means, shall be decided by WIOA's authorized representative, who shall reduce his/her decision to writing and furnish a copy thereof to the Contractor. If said decision is not acceptable to the Contractor and the Contractor wishes to appeal, the Contracting Agency shall afford the Contractor an opportunity to be heard and to offer evidence in support of its appeal. An appeal must be filed within sixty (60) days of the decision. Non-WIOA remedies, including court actions authorized by Federal, State or local law, may be used (1) after exhausting the above administrative process; (2) or when the dispute implies violation of the Federal or State Constitution, a Federal Statute other than WIOA or a State or local law; (3) or when the dispute implies violation of a collective bargaining agreement. Nothing in this section shall allow any person or organization to enjoin or sue the Secretary of Labor or the Governor of the State of Ohio with respect to his/her responsibilities under WIOA except after exhausting the aforementioned remedies, or be construed to create a private right of action. 20 CFR 652, 667.600

1. **INVALID PROVISION.** If any term or provision of this contract is held invalid, the remainder of the contract shall not be affected.
2. **FAILURE TO PERFORM.** If the Contractor fails to perform under this contract or fails to make sufficient progress so as to endanger performance, the Contracting Agency may terminate the contract, in whole or in part, upon written notice to the Contractor. In the event of such termination, the Contractor shall be reimbursed to the date of termination for activities properly performed hereunder in accordance with the payment provision.
3. **TERMINATION.** For cause, convenience, and/or default, the Contracting Agency by written notice may terminate the contract, in whole or in part, when it is in the best interest of Contracting Agency. In such event, the Contractor shall receive as full payment the costs incurred prior to the termination.
4. **GRATUITY PROHIBITION.** Both parties to this contract ensure that their officers, employees and agents will not solicit, or accept gratuities, favors, or anything of monetary value as a result of this contract. Neither will any participant be charged a fee for the referral or placement of said trainee under this contract.
5. **CONFLICT OF INTEREST.** Aconflict of interest would arise when:
6. Any Staff, Workforce Investment Board members, Youth Council Member, or County Commissioner who engages directly or indirectly in any business transaction or private arrangement for profit which accrues from or is based upon his or her official position or authority on the board.
7. Any member of the parties listed above, immediate family
8. An organization, which employs, or is about to employ any of the above has a financial or other interest in the firm or organization selected for award. The Contractor must report any conflict of interest, real or apparent. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor shall obtain written approval from the Workforce Investment Area Council of Government before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit review.
9. **SUBCONTRACTING.** The Contractor shall not subcontract any portion of this contract without prior Contracting Agency approval. Subcontracting can be included in the RFP response.
10. **LIABILITY & DEBT REPAYMENT.** The Contractor shall be liable to repay, from non-federal funds any amounts determined to be mis-spent due to willful disregard of the requirements of the Act, gross negligence, or failure to observe accepted standards of administration. Payment of such funds is due the Contracting Agency or additional sanctions will be imposed.
11. **HOLD HARMLESS.** The Contractor agrees that the Contracting Agency, its officers, agents, officials and employees shall not be liable for the negligence or improper action of the Contractor. In the event that the State or Federal governments shall require the Contracting Agency to repay funds because of misfeasance, malfeasance or nonfeasance by the Contractor, the Contractor shall pay on demand any funds which the State or Federal Government has ordered repaid.
12. **LOSS OF FUNDS.** In the event the Contracting Agency fails to receive sufficient funds to implement and/or fulfill this contract, or in the event funds are withdrawn or canceled, this contract shall automatically terminate and be of no further force or effect. The Contracting Agency will notify the Contractor of termination by letter. Payment will be made up to the notification of loss of funds.
13. **NOTICE ON PATENT RIGHTS, COPYRIGHTS AND RIGHTS IN DATA.** Produced as a result of this contract shall be the property of Department of Labor.
14. **EQUIPMENT.** All equipment purchased with WIOA funds must be Y2K compliant.
15. **DISCRIMINATION PROHIBITION.** No participant trained under this contract shall be subjected to discrimination because of race, color, religion, sex, national origin, age, handicap, political affiliation, or solely because they are participating under this contract.
16. **SECTARIAN PROHIBITION.** The employment or training of participant(s) in sectarian activities is prohibited.
17. **EQUAL BENEFITS FOR TRAINEES.** The Contractor insures that students under this contract shall be provided benefits at the same level and to the same extent as other students of the college.

**29. CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

**30. COPELAND “ANTI-KICKBACK” ACT**

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

**31. DAVIS-BACON ACT**

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

**32. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations29 CFR Part 5.

**33. PUBLIC RECORDS**

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

**34. CLEAN AIR ACT**

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**35. ENERGY EFFICIENCY**

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**36. COPYRIGHTS AND PATENTS**

Contractor shall comply with mandatory standards and policies relating to protections of copyrights and rights in data and patent rights with respect to any discovery or invention which arises or is developed in the course of or under a contract. (29 CFR)

1. **HEALTH AND SAFETY REGULATIONS.** The Contractor shall establish and maintain appropriate health and safety standards. The Contractor ensures that no trainee will be required or permitted to be trained or receive services in buildings, or surroundings, which are unsanitary, hazardous, or dangerous to the health or safety of the trainee. The Contractor further ensures that trainees who are being trained in dangerous occupations (e. g., fire and police jobs) shall be trained in accordance with reasonable safety practices.
2. **COLLECTIVE BARGAINING.** The Contractor shall ensure that no activities, work or training under this contract are in conflict with the terms and conditions of an existing collective bargaining agreement or contract for services. The Contractor further ensures that nothing under this contract shall impair any aspect of an existing collective bargaining agreement. No program funded by WIOA, which would be inconsistent with the terms of a collective bargaining agreement, shall be undertaken without the written concurrence of the Contractor and the affected labor organization.
3. **PAYMENT FOR TRAINING.** Contractor shall provide payment to the training service providers on a regular basis upon receipt of trainee attendance records and invoices. The Contractor shall complete and sign said attendance records and invoices, permitting each trainee to review and sign their records.
4. **GRIEVANCE PROCEDURE.** The Contractor further agrees that if he has a formal grievance or complaint procedure in place that a copy of the same will be provided to the Contracting Agency; and further that if such Contractor does not have a formal grievance/complaint procedure in place, they shall agree to accept and adopt the grievance procedure that shall be provided to them by the Contracting Agency and its terms and conditions shall be in effect for the participant(s) named in the sub contract(s).
5. **EMPLOYER TAXES.** The Contractor accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions and all other employer taxes and payroll deductions required for all employees and anyone receiving monetary benefits as a result of all programs.
6. **PROGRAM INCOME.** Asub-recipient may retain any program income earned by the sub-recipient only if such income is added to the funds committed to the particular grant or sub-grant and title under which it was earned and such income is used for that title’s purposes and under the terms and conditions applicable to the use of the grant funds. The classification of costs shall apply to the use of program income.
7. **COST OF ATTENDANCE WORKSHEETS.** Cost of Attendance Worksheets shall be completed on all Older Youth participants in "Off the Shelf/Commercially Available" Classroom training activities. This Cost of Attendance Worksheet shall document all grants, loans, and federal monies and any other source of income used to off set the cost of attending school. Sources of income shall not exceed the cost of attending school.
8. **PERFORMANCE STANDARDS.** The Area is required to meet certain performance standards regarding the Workforce Investment Act Program. It is the goal of the Contractor to provide participant services, which will enable the participants and Area to exceed these standards.
9. **ACCREDITATION OF TRAINING FACILITY OR TRAINER QUALIFICATIONS.**  Contractor agrees to provide a copy of training organizational accreditation or other qualification certificates including trainer as deemed necessary by Contracting Agency.
10. **REPORTING REQUIREMENTS.** Contractor shall complete all necessary reports as per instructions from Contracting Agency such reports may include financial and operational reports.
11. **MAINTENANCE OF EFFORT.** Contractors shall not lay-off, or reduce the hours of any employee as a result of this agreement. 667.270(b)
12. **INSURANCE COVERAGE** The Contractor will provide participants insurance coverage for time in the classroom.

**Attachment D. (Forms to submit with application)**

**NON-COLLUSION AFFIDAVIT**

**State of Ohio**

**Area 16 Regional Council of Governments**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being first duly sworn and deposed says that he or she is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereafter referred to as “the Company”) the party making the foregoing Proposal, that such Proposal is genuine and not collusive or a sham and is made in good faith and without fraud; that the Company is not functionally interested in, or otherwise affiliated in any business way with any other Respondent on the contract; that the Company has not colluded, conspired, connived, or agreed, directly or indirectly, with any Respondent or person to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any person, to fix the price of the Company’s proposal or of any Respondent, or to secure any advantage against the Area 16 Regional Council of Governments and/or the Area 16 Workforce Development Board, or any person or persons interested in the proposed contract; and that all statements contained in said proposal are true.

Official Signature Date

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

Notary Public in and for the State of Ohio

**EVALUATION and MONITORING**

The following are required aspects of monitoring and evaluation practices that the proposing organization must make allowances for and incorporate into all proposed services. Adherence to these standards will be strictly enforced by WDB program personnel:

* Program Observation – WDB program personnel will visit the program to determine if program operation is generally consistent with the service delivery and stated contract deliverables. Providers will permit appropriate WDB personnel to conduct site visits, program observations and case reviews on Participants receiving contracted services from Providers.
* Timeliness invoice submissionInvoices **must** be submitted in a timely manner
* Case Reviews – Case reviews will be conducted to determine achievement of program objectives and to verify that each Participant was assessed prior to service delivery and periodically thereafter.
* Participant Satisfaction – Periodically a Participant satisfaction questionnaire is developed and administered.
* Vendor may take part in focus groups.
* Attendance is required at scheduled Provider meetings, mandatory trainings, and Participant information sessions.
* Compliance Review/Audit - WDB personnel will visit the program to determine if program and financial reporting is generally consistent with accepted practices, WDB policy, and stated contract deliverables.
* Program Plan will be used to establish program outcomes.

I agree to adhere to the standards of monitoring and tracking mentioned above. I further understand that I am required to conduct activities to support the qualitative evaluation of services provided to Participants by my organization.

SIGNATURE OF AUTHORIZED OFFICER OF ORGANIZATION

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

Name & Title Organization

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

Printed Name & Title

**SUBCONTRACTOR DISCLOSURE**

Should the proposing organization be awarded a contract, all subcontracts relevant to the contracted service must be submitted prior to disbursement of funds.All subcontracting agencies are subject to the same terms, conditions, and covenants contained in this proposal and the primary contract. Effective dates of the subcontractor’s work shall fall within the contract period of the primary contractor. The subcontractor shall comply with these rules set forth in the Laws of the State of Ohio, and any rules, regulations, and procedures associated with the program’s funding source(s) as well as other relevant county, state, and federal requirements.

The Provider shall not subcontract of the Agreement unless expressly authorized to do so by resolution of Area 16 Workforce Development Board.

If approved all subcontracts must detail the following:

* A beginning and end date of the subcontract to be used.
* Payment stipulations must be included
* A description of service must be provided
* The subcontract must include the statement “Independent Contractor is bound by the terms and conditions of the Purchase of Service Agreement between [Primary Contractor] and the Area 16 Workforce Development Board.”

Should my organization employ the use of subcontract(s) in carrying out any services detailed in this proposal, I agree to abide by the terms listed above and agree to supply copies of all subcontracts used.

SIGNATURE OF AUTHORIZED OFFICER OF ORGANIZATION

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

Name & Title

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Printed Name & Title

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Organization

**DECLARATION OF PROPERTY TAX DELINQUENCY**

**ORC 5719.042** I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby affirm that the Proposing organization herein, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is \_\_\_\_ / is not \_\_\_\_ **(check one)** charged at the time of submitting this proposal, with any delinquent property taxes on the general tax list of personal property of the Counties of Belmont, Carroll, Harrison, or Jefferson.

If the Proposing Organization is delinquent in the payment of property tax, the amount of such due and unpaid delinquent tax and any due and unpaid interest is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**State of Ohio**

Before me, a notary public in and for said County, personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, authorized signatory for the Proposing Organization, who acknowledges that he/she has read the foregoing and that the information provided therein is true to the best of his knowledge and belief.

Official Signature Date

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

Notary Public in and for the State of Ohio

**EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

1. The CONTRACTOR agrees that in the hiring of qualified employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on their behalf, shall discriminate on the basis of race, creed, gender, age, veteran status, disability, national origin or ancestry, or for any other reason against any citizen of this state who is qualified and available to perform the work related to the employment.
2. The CONTRACTOR agrees that no contractor, subcontractor or any person on his behalf shall, in any manner, discriminate against or intimidate or retaliate against any employee hired for the performance of work under this contract on account of race, creed, gender, age, veteran status, handicap, national origin or ancestry.
3. Any provision of a hiring hall contract or agreement which obligates a contractor to hire, if available, only such employees as are referred to him by a labor organization, shall be void as against public policy and is unenforceable with respect to employment under any public works contract unless at the date of execution of such hiring hall contract or agreement, or within thirty (30) days thereafter, such labor organization has in effect procedures for referring qualified employees for hire without regard to race, creed, national origin or ancestry and unless such labor organization includes in its apprentice and journeyman membership, or otherwise has available for job referral potential employees without discrimination of any kind.
4. The CONTRACTOR states that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Division (E)(1) of Section 122.71 of the Ohio Revised Code and that annually the CONTRACTOR shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Department of Administrative Services.

Official Signature Date

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

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

Notary Public in and for the State of Ohio

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This certification is required by Title 29 CFR, Section 97.35 and Executive Order 12549 prohibiting any award (subgrant or contract) to any party which is debarred or suspended.

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, or voluntarily excluded from participation in this transaction by a Federal department or agency.

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 and Title of Signatory Authority for Proposing Agency

Signature Date

**COMPUTER CAPABILITIES**

**Database Requirements**

Successful proposals must demonstrate the capability of using, operating, and managing a state database currently referred to as the "Ohio Workforce Case Management System" (OWCMS). This database is an Ohio Department of Job and Family Services (ODJFS) information system and is used to collect data for WIOA programs. Any Provider receiving an awarded under this RFP may be required to modify its system and take into consideration any MIS upgrades system refinements asked by the Area 16 Workforce Development Board.

**Statement of Agreement**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Organization Name) is aware if awarded a contract by the Area 16 Workforce Development Board as a result of this proposal my organization may be required to modify its computer capabilities to take into consideration any MIS upgrades and system refinements.

Further, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Organization Name) is aware any contract awarded as a result of this proposal will require my organization to use the reporting system of the Area 16 Workforce Development Board’s choosing, currently OCMWS. My organization will abide by both requirements if awarded a contract as a result of this proposal. The Area 16 Workforce Development Board will provide all necessary training in the use thereof.

SIGNATURE OF AUTHORIZED OFFICER OF ORGANIZATION

Name & Title Organization

Printed Name & Title

**PROPRIETARY STATEMENT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Organization Name) is aware that pursuant to Ohio Revised Code (ORC) 149.43 all proposals received by the Area 16 Workforce Development Board are subject to release under ORC 149.43, with the only exception being information contained within that is considered a “trade secret”.

A “trade secret” is defined in ORC 1333.61 as information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers. In order to meet the definition of a “trade secret” the information in question must satisfy the following two pronged test:

* It derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by others person who can obtain economic value from its disclosure or use.
* It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

It is the Area 16 Workforce Development Board’s policy prior to release of any quote information due to a Public Records Request to contact the Provider(s) in question and ensure no trade secrets are contained in the Proposal materials presented.

If the organization believes any of the information contained in this Proposal is a trade secret, please provide a letter identifying the information considered to be a trade secret, and explaining how the information satisfies the above test. If no information included in the Proposal is believed to be a trade secret, please provide a letter stating such.

SIGNATURE OF AUTHORIZED OFFICER OF ORGANIZATION

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Name & Title Organization

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Printed Name & Title