

Workforce Development Services / One-Stop Operation Request for Proposals



Mission: To provide a collaborative talent development system within the region.

Vision: Innovative leadership advancing a quality talent development system.

ISSUE DATE: February 17, 2021, 12:00 p.m.

PROPOSALS DUE: March 31, 2021, 12:00 p.m.

Contact: RFP@swwdb.org

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I. Introduction and RFP Purpose

The Southwest Wisconsin Workforce Development Board (SWWDB) is issuing this Request for Proposal (RFP) to solicit qualified organizations with the expertise and capacity to coordinate the delivery of workforce services and deliver Title 1 workforce development services, as defined and authorized under the Workforce Innovation and Opportunity Act (WIOA), including relative National Dislocated Worker Grants, to adult and youth customers located in Grant, Green, Iowa, Lafayette, Richland and Rock counties.

It is the Respondent's responsibility to be familiar with all laws, statutes, rules, regulations, state and local plans, policies and procedures that are applicable to the aforementioned services. Furthermore, proposals shall sufficiently articulate the Respondent's plan of action to deliver the solicited services and demonstrate a successful performance record of delivering the indicated services.

II. Timeline

All times shown are Central Standard Time (CST) and are estimated to the best of SWWDB's ability. SWWDB reserves the right to adjust the schedule when it is in the best interest of SWWDB or to extend any published deadline. SWWDB shall conduct all activities virtually when possible.

Date	Time	Procurement Action
February 17, 2021	12:00 p.m.	RFP Issued
February 23, 2021	12:00 p.m.	Letter of Intent
February 24, 2021	4:00 p.m.	Deadline to submit Questions
February 26, 2021	2: 00 p.m.	(Virtual) Proposer's Conference
March 3, 2021	4:00 p.m.	Answers to Questions posted on www.swwdb.org
March 31, 2021	12:00 p.m.	Deadline for Proposal submittal
March 31, 2021	2:00 p.m.	(Virtual) Public Opening
April 1, 2021	8:00 p.m.	Evaluation Period Begins
April 19, 2021	5:00 p.m.	Executive Committee-Conditional Approval
June 9, 2021	7:00 p.m.	Final Award Approval by the full Board
June 10, 2021	8:00 a.m.	Contract Negotiations begin
July 1, 2021	8:00 a.m.	Provision of Services Begins

A. Letter of Intent to Propose

A letter of intent is required and will ensure interested parties receive notices of RFP updates and events. Letters of Intent must include Respondent contact information (name, title, telephone number and email address) and be sent to RFP@swwdb.org by **12:00 p.m. on February 23, 2021**. Letters of intent will ensure an invite to the **Proposer's Conference**.

B. Questions and Requests for Clarification

All questions/requests for clarification are to be submitted via email to RFP@swwdb.org by **4:00 p.m. on February 24, 2021**. SWWDB will answer questions posed after this date, but encourages Respondents to submit as soon as possible.

SWWDB reserves the right to reject any or all questions or requests for clarification, in whole or in part.

All responses to written questions/requests for clarification that are accepted by SWWDB will be posted to the SWWDB website (www.swwdb.org) no later than **4:00 p.m. on March 3, 2021**.

C. SWWDB Communication and Blackout Period

To avoid actual or perceived conflict, or undue influence over the process, all Respondents (including current Operators/Service Providers) are prohibited from contacting any SWWDB board member, committee member or staff (other than the contact listed above) regarding this RFP. Contact with anyone for purposes of influencing the outcome of the procurement will result in disqualification of the prospective Respondent from this competitive procurement process.

III. Procurement Specifications and Price

A. Governing Authority

The Respondent hereby agrees to comply with the Workforce Innovation and Opportunity Act (WIOA) and all applicable Federal, State and local laws, regulations, policies, plans, and instructions as they pertain to the contract which are in effect at the inception of the contract or as may be promulgated or amended during its life, and will require its Subrecipients to do likewise. When determining applicability, all programs and activities funded, or otherwise financially- assisted, in whole or part, under WIOA are considered to be programs and activities receiving federal financial assistance.

B. Contract Period

It is the intent of SWWDB to award a single contract for the services identified herein.

The expected contract term under this solicitation will be from July 1, 2021 through June 30, 2022. Provided that measurable outcomes are successfully achieved and that sufficient funds remain available, SWWDB will have the option to extend or modify any or all parts of this contract for up to three (3) additional one-year periods.

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

C. Contract Cost and Price

In preparation for this procurement, SWWDB conducted a contract cost and price analysis. This analysis included a review of current contract costs, expected WIOA Title 1 Allocations, prior WIOA Title 1 Allocations, segregation of funding for training and supportive services, and National Dislocated Worker Grant terms, and SWWDB project expectations. The information presented below encompasses SWWDB's best estimate of available funding under this solicitation.

Funding awarded under this RFP is not expected to exceed \$450,000 for the contract term that begins on July 1, 2021. One hundred percent of the total costs of this project will be financed with Federal money. No match or leveraged resources are required by the Subrecipient.

Projected Funding, Program Year 2021

Type	Estimated Funding
WIOA Adult	\$100,000
WIOA Dislocated Worker	\$50,000
WIOA Youth <i>Note: this amount includes funds for youth work experience</i>	\$200,000
One-Stop Operator	\$25,000
WIOA DWG: Employment Recovery	\$52,500
WIOA DWG: Support to Communities	\$22,500

Note: This amount is provided as a planning figure only and does not commit SWWDB to award a contract for this amount. The respondent is responsible for proposing a reasonable total cost for delivering the services described in this RFP. Funding during the contract period may be adjusted due to changes in Program Year 2020 and 2021 WIOA Formula Allocations and other WIOA Funding.

Funding for this solicitation comes from the following Federal sources:

- WIOA Title 1 Adult Funding (CFDA 17.258)
- WIOA Title 1 Dislocated Worker Funding (CFDA 17.278)
- WIOA Title 1 Youth Funding (CFDA 17.259)
- Other WIOA and DOL grants, as permitted such National Emergency Grants (CFDA 17.277) including the Support to Communities Grant and the Employment Recovery Dislocated Worker Grant

D. Contract Type

SWWDB will award a cost-reimbursement contract that will be based upon actual costs. For the purposes of responding to this RFP, Respondents will develop a line-

item budget showing all expected costs associated with delivering the proposed services.

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

E. Method of Solicitation

This RFP is the competitive solicitation method chosen by Southwest Wisconsin Workforce Development Board (SWWDB) to ensure the selection of a high performing and skilled provider of workforce development services and coordinator of services across locations in Grant, Green, Iowa, Lafayette, Richland and Rock counties.

SWWDB does not maintain a list of pre-qualified bidders/sources. However, SWWDB will provide notice to current Subrecipients and other parties who have requested to be informed of funding opportunities.

Notice of this RFP will be published in major newspapers in the Southwest Wisconsin Workforce Development Area (WDA 11). Upon its release, the RFP and all accompanying attachments, will be posted on SWWDB's website: www.swwdb.org.

F. Eligible Respondents

No more than one organization will be selected to deliver all activities and services described in this RFP. SWWDB will hold the Subrecipient totally responsible and accountable for effectively and efficiently managing and delivering the services described in this RFP and achieving the contracted performance outcomes.

Any non-profit, for-profit, educational or public entity/organization properly organized in accordance with applicable federal, state or local laws is eligible to submit a proposal. Proposals from consortia, partnerships or other combinations of organizations will be accepted but must identify one organization as the lead agency and must specify the assignment of subcontracting relationships.

To be eligible, Respondents must be authorized to do business in Wisconsin and must have been in business for at least three (3) years prior to proposal submission. Minority and women-owned businesses are encouraged to submit a proposal, as are labor surplus area firms and community based organizations who have demonstrated effectiveness in serving individuals with barriers.

Respondents will be disqualified if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the entity's previous contract(s) with SWWDB have been

terminated for cause; or (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services.

Respondents shall have direct experience with, and extensive knowledge of, the federal workforce development system and associated services and programs. Respondents shall document an in-depth knowledge of the fiscal, administrative and programmatic requirements of the multiple funding streams utilized by SWWDB.

In accordance with section 18 of the Lobbying Disclosure Act of 1995 (Public Law 104-65) (2 U.S.C. § 1611), non-profit entities incorporated under Internal Revenue Service Code section 501(c) (4) that engage in lobbying activities are not eligible to receive Federal funds and grants. No activity, including awareness-raising and advocacy activities, may include fundraising for, or lobbying of, U.S. Federal, State, or local Governments (see 2 CFR § 200.450 for more information).

G. Subcontracting

The Subrecipient may subcontract with other entities only with prior approval of SWWDB and when appropriate procurement methods are followed. Subcontracts will only be considered if identified in the Respondent's proposal. Respondents are encouraged to utilize minority and women-owned businesses, labor surplus area firms and community based organizations of demonstrated effectiveness as subcontractors. Any proposal that includes subcontracting all or a majority of activities and services in this RFP to other organizations will be considered non-responsive.

Any proposing entity that is a WIOA-approved training provider for occupational skills training will be required to specify in its proposal how any actual or perceived conflict of interest would be eliminated..

H. Procurement Policy Exception

Given the restrictions caused by the Corona virus health crisis, the procurement will be implemented through primarily virtual means. As this is a new environment, SWWDB understands unforeseen issues may arise and SWWDB will adapt accordingly to ensure the quality of this competition. To that end, SWWDB reserves the right to amend this RFP if needed and adjust parameters that do not appropriately align with emergency operating conditions. Notification of any amendments, changes, and/or updates will be shared on www.swwdb.org and with organizations that submit a Letter of Intent. SWWDB requests that all questions or concerns regarding this RFP be sent to RFP@swwdb.org to ensure all inquiries are maintained and addressed.

IV. Background Information

A. Southwest Wisconsin Workforce Development Board, Inc.

The Southwest Wisconsin Workforce Development Board (SWWDB) is a not-for-profit 501(c)(3) corporation and has been certified by Wisconsin's Governor as a Local Workforce Development Board. SWWDB is one of 11 local workforce development boards in the state of Wisconsin and is designated as a Local Workforce Development Area (WDA 11).

1. Purpose

- a) Provide public policy guidance for, and strategic and operational oversight of, WIA and WIOA activities delivered within the Workforce Development Area (WDA #11), financed in whole or in part with funds from the U.S. Department of Labor, in partnership with the elected officials of the local workforce development area, and to exercise all other responsibilities authorized by the Workforce Investment Act (Public Law 105-220), Workforce Innovation and Opportunity Act 29 (Public Law 113-128) and other applicable state and federal laws and regulations.
- b) Foster successful partnerships among local elected officials, businesses, educators, organizations and individuals and providing workforce development leadership that advances economic growth by building a workforce able to meet and exceed industry demands.
- c) Continuously improve and strengthen the talent delivery system through stakeholder collaboration, innovation, and resource alignment of employment, economic development, and training and education programs to promote local economic health.
- d) Integrate, coordinate and monitor the implementation and use of funds granted under the provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128).

SWWDB is governed by a board of directors (Board) comprised of volunteers from the six counties in the region who represent private-sector business, labor, economic development, education, community-based organizations and state agencies. Joint oversight is provided through an inter-local agreement between SWWDB and the Southwest Wisconsin Counties Consortium (SWCC).

2. Mission

To provide a collaborative talent development system within the region.

3. Vision:

Innovative leadership advancing a quality talent development system.

4. Core Values:

- Efficient: we practice prudence and precision.
- Inclusive: there is no wrong door to the solutions we provide.
- Responsive: we provide timely and relevant solutions.
- Proactive: we aggressively search for new opportunities.
- Adaptive: we are flexible in action and thought.
- Accountable: we are results-oriented and seek success in every interaction.
- Stewards: we respect the authority behind our resources and protect the integrity of our organization, our team members, our customers and our partners.
- Collaborate: we forge positive relationships with all workforce stakeholders.

5. Strategic Goals

- Build a talent development delivery system through systematic change, integration of resources and continuous improvement.
- Build relationships that promote success: engage business, industry and community to ensure universal contribution and commitment to workforce initiatives and strategies that support regional economies.
- Educate and inform often: disseminate organization, workforce and career pathway information regularly and opportunistically to foster interest and collaboration.
- Advance financial viability: reinforce the fiscal foundation of the organization to sustain legacy operations and increase diversification.
- Focus and advance universal access to workforce services.
- Connect youth to the workforce system.

B. Local Workforce Development Plan for WDA 11 – Southwest Wisconsin

All Respondents should be familiar with the [Southwest Wisconsin Workforce Development Plan](#) (link) as the selected Subrecipient while play a role in addressing the content of the plan when providing services to jobseekers that lead to in demand talent.

C. The Workforce Innovation and Opportunity Act

The workforce services to be provided shall be in accordance with the Workforce Innovation and Opportunity Act (WIOA), P.L. 113-128, enacted July 22, 2014. As the first legislative reform of the public workforce system in more than 15 years, WIOA supersedes the Workforce Investment Act (WIA) of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA authorizes the Job Corps, Youth Build, and Migrant and Seasonal

Farmworker programs, in addition to the core programs. WIOA is designed to strengthen and improve our nation's public workforce system and help put Americans back to work.

WIOA is one of SWWDB's primary sources of funding for workforce development services. Respondents shall be familiar with the WIOA and the federal regulations applicable to the WIOA. Both WIOA and the regulations can be accessed on the Department of Labor's site (www.doleta.gov).

D. Locations and Hours of Operation

SWWDB recognizes the following locations as American Job Center Sites:

Rock County Job Center (Comprehensive Job Center) 1900 Center Ave. Janesville, WI 53545	Career Connections Center (Affiliate Site) SW WI Technical College 1800 Bronson Boulevard Fennimore, WI 53809
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The selected Subrecipient will deliver and coordinate workforce services from these two locations but also able "meet customers where they are," fully recognizing the limits and barriers experienced by customers. Therefore, the Subrecipient will be required to travel to other locations to meet with customer, and hold orientations and workshops. Such sites could include area high schools, partner locations and local libraries.

Standard hours are 8:00 a.m. to 4:30 p.m. Evening hours and weekend hours may be required based upon needs of employers and job seekers.

E. Services to Business Customers

Direct services to business customers are not being solicited under this RFP as SWWDB directly provides services to business customers through the Southwest Wisconsin Business Services Team (BST). The designated Subrecipient staff must participate on the BST in order to ensure optimal job matching, employer events and training services are provided. The Subrecipient will also maintain partner meeting agendas and minutes, including those for the BST, and disseminate BST information to the public.

F. Customer Service Levels

The table below shows participation levels for Program Year 2019. Respondents will be required to identify planned participation levels in the Project Narrative.

Broad Overview of Participation	
Total Customers Served in WDA 11	1981
WIOA Title 1 Adults	164

Enrolled in Training	46
WIOA Title 1 Dislocated Workers	124
Enrolled in Training	34
WIOA Title 1 Youth	74
Enrolled in Training	35
Participating in WEX	16

Note: The historical numbers shown above are provided for planning estimates only. Actual service levels may be higher or lower depending on the local economy, impact of marketing, changes in legislation and/or funding, etc.

V. Project Narrative

It is the desire of SWWDB to migrate to a service delivery model that enhances the ability of SWWDB and partners to meet the needs of both its job seeker and business customers by operating an integrated service delivery system that works to eliminate programmatic silos, duplication and barriers. The model as a whole requires the Subrecipient, SWWDB and partner staff to work together to ensure operational success as well as to share the necessary information and data to allow for effective service delivery and continuous improvement.

SWWDB is firmly committed to ensuring that the Southwest Wisconsin Workforce Development System provides universal services equitably to all of the various groups of employer and job seeker customers.

A primary measure of success for the Subrecipient will be meeting and/or exceeding the performance measures set forth in the Contract. With respect to the day-to-day operations, the Subrecipient will be responsible for the coordination workforce development services, as identified by SWWDB, to ensure that they meet the needs of employers and jobseekers by enhancing communication, coordination, collaboration and engagement of customers.

Successful Respondents will understand the area's driver industries, human resource needs of business, and the training and employment needs of the full range of SWWDB jobseekers.

Respondents should demonstrate substantial experience in assessing employer needs against labor market assets as well as career pathway development and job matching for job seekers.

In the Project Narrative and required attachments, SWWDB encourages Respondents to identify their:

- Capacity to expertly manage staff and coordinated service delivery;
- Ability to represent self, SWWDB and job center partners to the community as knowledgeable workforce development professionals;
- Capacity to deliver high quality, customer-oriented service;

- Ability to work as a part of a team to satisfy our customers;
- Meeting or exceeding the contract objectives and performance goals;
- Working effectively with SWWDB staff, other service providers and community partners;
- Compliance to public policy and record of past performance; and
- Understanding of the public workforce development system
- Delivering high quality, timely, complete, consistent, and compliant contracted services.

A. Organizational Capability/Capacity

Respondents must clearly and completely demonstrate the organizational and management capacity necessary to ensure that the services provided are complaint to law and corresponding regulations. Respondents describe their past and current activity relating to the delivery of employment and training services.

In the Project Narrative, Respondents will explain their capability to operate the project by addressing the following:

- Employment & Training Program Experience
- Organizational & Personnel Structure and Experience
- Fiscal, Administration and Audit Experience

Replies to this section should consider the expectations that are listed VI. *Subrecipient Specifications and Obligations*.

B. Scope of Work

In this section of the Project Narrative, Respondents are to explain how services will be provided as a one-stop operator and a provider of WIOA I Adult, Dislocated Worker and Youth Services. SWWDB expectations of these roles below and encourages Respondents to address these expectations in their replies where appropriate.

1. Service Requirements and Strategies

a) Outreach and Recruitment:

The Subrecipient will be responsible for adequately informing individuals, groups and partners of the services available under this contract. Outreach and recruitment will also be conducted in order to attract a sufficient number of individuals who are in need of the services available and who meet the requirements to receive such services. Where levels of training and/or enrollment warrant, the Subrecipient may place staff at sites outside of the designated job centers, with SWWDB approval.

b) Program Orientation and Workshops:

The Subrecipient may provide one-stop orientations as needed to customers seeking workforce services to ensure that these customers understand the full array of services available to them.

The Subrecipient will deliver and/or coordinate interviewing, resume building employability, financial literacy, and life skills workshops in each one-stop as needed. Customer satisfaction and workshop effectiveness will be gauged on an as-needed basis as directed by SWWDB. The Subrecipient will deliver job center and WIOA information at partner workshops as requested and promote workshop and activities of job center partner on social media platforms.

c) Customer Engagement and Case Management/Career Planning

Case management as a key component to successful customer outcomes and regular customer engagement is a requirement of this project. The Subrecipient will ensure that all individuals enrolled in WIOA are actively engaged with their case manager. For Adults/Dislocated Workers, contact must be monthly. For Youth, contact be every two weeks.

As part of the integrated service delivery model, SWWDB expects that customers who are enrolled in more than one program receive integrated case management services. While partners are working to more fully integrate customer service delivery, The Subrecipient is to coordinate service delivery with the following programs:

- WIOA Adult
- WIOA Dislocated Worker
- WIOA Youth
- Independent Living (Foster Care Youth)
- FoodShare Employment and Training
- Windows-to-Work
- Wisconsin Senior Employment Program (WISE)
- TAA
- W2/TANF

d) Employer and Business Service Activities

The public workforce development system has two customers: job seekers and employers. The Subrecipient will assist SWWDB in the delivery of employer and business service activities as appropriate. Assistance may include: application screening, job fair implementation, employer on-site recruitment activities, job order follow-up, etc.

e) Success Stories

The Subrecipient will cooperate with SWWDB in efforts to obtain and share success stories on WDA 11 clients who achieve program success and

employment. Case managers will urge clients to share their success and regularly report client success stories to the attention of SWWDB.

f) Follow-up Services

The Subrecipient will provide follow-up services to WIOA Title 1 Adult and Dislocated Worker and Youth participants.

2. One-Stop Operator Services

The role of the One-Stop Operator (OSO) is to coordinate the service delivery of the required one-stop partners and service providers. At a minimum, the activities listed in this section are considered to be coordinating activities. Given the value added role and responsibilities of the local area's Management, Career Services and Business Services Team, SWWDB stresses that the OSO is a coordinating function. SWWDB will monitor and provide oversight on the execution and outcomes of the following OSO activities:

- a) Ensuring access to one-stop partner programs and services, including access to and the delivery of services to individuals with limited English proficiency, disabilities, or other significant barriers.
- b) Ensuring each required one-stop partner has identified the career services that are relevant to their programs and making those services available through the comprehensive one-stop.
- c) Assisting SWWDB in the in the One-Stop Certification process.
- d) Coordinating job center and outreach site activities with SWWDB though WDA 11's Business Services and Management Teams, including publishing/marketing workforce system and events through the use of SWWDB approved media.
- e) The Subrecipient will assist in ensuring/providing coverage in the Resource Rooms at the Janesville and Fennimore Job Centers during all regular hours of operation as appropriate.
- f) Maintaining agendas, minutes and action plans of WDA 11's Management, Career Services and Business Services Teams.
- g) Working with SWWDB and partners to establish a single point of entry (electronic and physical) for job seekers.
- h) Coordinating employer and job seeker customer satisfaction surveys, job fairs, hiring events and program and information workshops.
- i) Coordinating system-wide staff training that will positively impact the delivery of services to job-seekers and employers.
- j) Coordination will involve greater participant co-enrollment. See "Customer Engagement and Case Management/Career Planning" in the following section.

The OSO is considered a sub-recipient and must adhere to 2 CFR part 200 and 2 CFR part 2900 and abide by State and Board procurement policies.

The OSO will follow current and future SWWDB administrative directives especially those directives that concern fiscal responsibilities of the day-to-day operation of the One-Stop Center, Equal Employment Opportunities, and the Americans with Disabilities Act.

The OSO must disclose any potential conflicts of interest arising from the relationships of the one-stop operators with particular training service providers or other service providers.

The OSO will adhere to the general provisions in complying with Nondiscrimination and Equal Opportunity Regulations per WIOA Section 188 (29 CFR Part 38). It is the One-Stop Operator's responsibility to ensure non-discrimination in that customers have an equal opportunity to access programs and services administered by SWWDB and one-stop partners. No individual shall be excluded from participation in, denial of the benefits of, discrimination in, or denial of employment in the administration of or in connection with any programs and activities funded or otherwise financially assisted in whole or in part under Title I of WIOA because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries, applicants, and participants only, citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA.

3. WIOA Title 1 Adult & Dislocated Worker Program

The Subrecipient will provide staff to manage the WIOA service delivery process which includes the provision of basic career services, individualized career services, training and support services in accordance with the regulations and requirements of WIOA, state requirements and local policy. The Subrecipient will provide priority of service to Veterans and low income adults.

The Subrecipient will enroll eligible WIOA Adults and Dislocated Workers who are unemployed or underemployed at participation and who are need of additional assistance to obtain employment in and occupation that results in or leads self-sufficiency. The number served will be a combination of carryover cases as well as new enrollments.

When determined necessary achieve employment/career goals, the Subrecipient will enroll the appropriate number of Adults and Dislocated Workers in training services.

Note: WDA 11 has a goal of using 35% of its WIOA Adult and Dislocated Worker expenditures on direct training and supportive services.

All WIOA customers must be assessed for need and eligibility prior to the receipt of individualized career and training services. This process is used to measure the customer's likelihood to obtain employment in his/her career area of interest and at a self-sufficient wage, their ability to complete career and/or training services if enrolled, whether or not the customer has any barriers that may impede his/her ability to obtain/retain employment or complete services/training, and whether or not the customer has the resources needed to be successful.

For those customers needing additional assistance with securing unsubsidized employment, the Subrecipient will be responsible for providing assessment services and individual consultation with customers. The Subrecipient will be responsible for the collection of WIOA program eligibility documentation as well as the maintenance of case records for all customers who are enrolled in WIOA.

The Subrecipient will develop an Individual Employment Plan (IEP) with the WIOA participant as a road map to reaching the participant's employment goal. IEPs are active documents that require regular review and updates.

The successful Respondent will collaborate with partner agencies in the delivery of services to the general public. Additionally, the Respondent shall provide more intense services that include initial assessments of skills, aptitudes and abilities, career development, employment-related activities and supportive services to prepare program participants for a successful transition into the workforce with the goal of attaining self-sufficiency by addressing individual barriers to employment.

a) Priority of Service:

WIOA establishes a priority requirement for Adult employment and training activities. The Subrecipient must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Under WIOA, priority must be implemented regardless of the amount of funds available to provide services in the local area. In addition, veterans receive priority of service in all DOL-funded employment programs.

b) WIOA General Eligibility

The Subrecipient shall determine initial and ongoing eligibility for Adult and Dislocated Worker services.

- Eligible to work/U.S. Citizenship: participation in programs and activities financially assisted in whole or in part under WIOA shall be open to citizens and nationals of the U.S., lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.

Citizenship is not required for WIOA eligibility. A customer may present documentation of either citizen status or legal right to work in the United States.

- Registered with the Selective Service: Each male registrant 18 years of age or older born on or after January 1, 1960, must present evidence that he has complied with Section 3 of the Military Selective Service Act.

c) Adult Program Eligibility

- Meet WIOA General Eligibility requirements
- Must be 18 years or older (to be eligible to receive basic career services, adults only need to meet the age requirement)

d) Dislocated Worker Program Eligibility

- Meet WIOA General Eligibility requirements
- A Dislocated Worker will fall into one of the following categories

Note: The following information is provided directly from Wisconsin's Department of Workforce Development's website," WIOA Title I-A & I-B Policy & Procedure Manual."
[<https://dwd.wisconsin.gov/wioa/policy/08/08.2.2.htm>]

i. Category 1 – Individual or Small Group Layoff

Individual has been terminated or laid off or has received a notice of termination or layoff, because of a layoff of 24 or fewer workers from a physical employment site or from a virtual business; is unlikely to return to a previous industry or occupation; AND is eligible for or has exhausted unemployment payments stemming from the termination or layoff used for program eligibility); OR has been employed long enough to demonstrate attachment to the workforce, but is not eligible for unemployment payments because earnings were not sufficient to qualify or the job the individual was laid off from was not covered under state unemployment compensation law.

Note: An individual who has received notice of termination or layoff meets the requirement in (c) to be eligible for unemployment payments if s/he has filed an initial claim application and been approved.¹¹ In Wisconsin, workers cannot lose their right to collect unemployment payments,¹² via a severance agreement or any other method.

ii. Category 2 – Permanent Closure or Mass Layoff

The individual meets one of the following:

- has been terminated or laid off, or has received a notice of termination or layoff, because of a permanent closure of any size or a mass layoff from a physical employment site or from a virtual business; OR

- works at a physical employment site or for a virtual business where the employer has made a general announcement that the employment site will permanently close or the virtual business will end all operations within 180 days; OR
- works at a physical employment site or for a virtual business where the employer has made a general announcement that the employment site will permanently close or the virtual business will end all operations, either in more than 180 days or with no date given. In this case, the individual may receive only basic career services until s/he receives a specific date of termination from the employer or until the closure is scheduled to occur within 180 days.

Note: If an individual has received written notice from the employer of an anticipated layoff date, even if that date is more than 180 days in the future or is subject to change, s/he is eligible for the full range of WIOA services (i.e., basic and individualized career services, training services, and supportive services). A layoff notice filed with DWD-DET is an acceptable notice of termination as required in (a), if an anticipated layoff date (or dates) is provided.

iii. Category 3 – Separating or Separated Members of the U.S. Armed Forces

The individual is separating or has separated from the U.S. Armed Forces with a discharge that is anything other than dishonorable AND has received a DD-214 or other documentation (e.g., separation orders) showing separation or imminent separation.

Note: It is appropriate to provide services to imminently separating service members, if their discharge is expected to be anything other than dishonorable. Separating service members are required to participate in the Transition Assistance Program (TAP) to ensure they are prepared for civilian employment. During the TAP program, separating service members and their spouses are encouraged to contact job centers.

iv. Category 4 – Self-employed

The individual was self-employed (includes employment as a farmer, rancher, fisher, or independent Subrecipient or consultant), but has become unemployed because of general economic conditions or because of a natural disaster.

v. Category 5 – Displaced Homemaker

The individual has been doing unpaid work in the home and meets one of the following:

- has been dependent on the income of another family member but is no longer supported by that income (e.g., because the other family member was laid off, or because of death or divorce) and is unemployed or underemployed and is having trouble either obtaining or upgrading employment; OR

- is the dependent spouse of a member of the U.S. Armed Forces on active duty whose family income has been significantly reduced because of the service member's deployment, call or order to active duty, permanent change of station, or service-connected death or disability and is unemployed or underemployed and is having trouble either obtaining or upgrading employment.

vi. Category 6 – Military Spouse

The spouse of a member of the U.S. Armed Forces on active duty who meets one of the following:

- has lost employment as the direct result of relocation to accommodate a permanent change in the service member's duty station; OR
- is unemployed or underemployed and having trouble either obtaining Basic Career Services:

e) WIOA Adult and Dislocated Worker Program Activities and Services

The Contract must provide the following services to eligible customers, based on program requirements, need, fund availability and Job Center Memorandums of Understanding:

- Basic/Core Services:

- Initial eligibility determinations for programs
- Job Center outreach, intake (including profiling) and orientation
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs
- Labor exchange services
- Referrals to and coordination with other programs and services
- Provision of workforce and labor market employment statistics information
- Provision of information on ETP performance and related program costs
- Provision of information about local area achievement in performance measures and OSO performance
- Information and referrals to supportive services or assistance
- Provision of information and assistance regarding filing claims for UI
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA

- Individualized Career Services:

- Comprehensive and specialized assessments of skill levels and service needs of adults and dislocated workers
- Development of an individual employment plan
- Group counseling
- Individual counseling
- Career planning
- Short-term pre-vocational services
- Internships and work experiences that are linked to careers
- Workforce preparation activities
- Financial literacy services
- Out-of-area job search assistance and relocation assistance
- English language acquisition and integrated education and training programs

- Training Services

Provisions for the delivery of training services are available when WIOA participants require additional training in order to obtain the necessary skills required to become employed in a high-demand, high-wage career that is in line with assessments conducted under career services. The successful Respondent will be able to develop training plans that are WIOA-compliant and that fulfill the steps outlined in the IEP.

Training programs approved for funding through Individual Training Accounts are identified at: <http://wisconsinjobcenter.org/training/>. WIOA-allowed training services include:

- Occupational skills training
- On-the-Job training
- Incumbent worker training
- Apprenticeship training
- Skills upgrading and retraining
- Entrepreneurial training
- Job readiness training
- Transitional jobs training
- Adult and literacy activities in concurrent or in combination with the above activities
- Customized training

- Support Services

Support services are defined as services that are necessary to enable an individual to participate in program activities. Supportive services are need-based and may be provided to individuals who are (1) participating in career or training services; and (2) unable to obtain supportive services through other programs providing such services. The agency awarded a contract from this RFP will determine whether

participants should receive supportive service payments in accordance with SWWDB guidelines.

f) National Dislocated Worker Grants

In partnership with DWD, SWWDB is currently managing two (2) National Emergency Grants (NDWG) from the United States Department of Labor: the Employment Recovery Grant NDWG (ERDWG) and the Support to Communities' Grant (S2CG). As part of this procurement, the Subrecipient will be providing WIOA career services under these two grants. These grants have a limited duration. These projects are included in this procurement effort given the limited funding and duration of these projects and the direct association each grant has to WIOA Title I Adult, Dislocated Worker, and to some extent Youth programs and services. The Subrecipient, in coordination with SWWDB staff, will follow SWWDB, DWD and DOL guidelines to serve grant-eligible participants and execute co-enrollment into standard WIOA Title 1 programs.

g) Rapid Response

Rapid Response activities are coordinated by SWWDB Business Services staff and are provided to quickly deliver access and services to employees affected by a mass job dislocation. The Subrecipient will have a representative present and participating at Rapid Response events held in the Southwest Wisconsin WDA.

h) Trade Adjustment Assistance (TAA)

The TAA program provides reemployment services and allowances for eligible individuals. The criterion for certification of eligibility to apply for adjustment assistance covers adverse effects either from increased imports or from a shift of production to foreign countries. In accordance with federal regulations, each One-Stop must provide a full range of re-employment services, including mandated services to adversely affected workers. The Subrecipient will not administer TAA services but will ensure there is proper coordination and co-enrollment between WIOA and TAA case managers in order to co-enroll customers and prevent service duplications.

4. WIOA Title I Youth Program

These services must be provided/made available in accordance with WIOA law and regulations as well as state and local policies.

The Subrecipient will supply staff to manage the provision of outreach, recruitment, intake, assessment, case management and data entry of services related to those eligible and suitable youth participating in the WIOA Youth Program.

The Subrecipient will collaborate and coordinate with community partners on issues affecting and involving service delivery to eligible and participating youth. The Subrecipient shall provide services to eligible Out-of-School Youth (OSY), either directly or through collaborative partnerships, that will result in the achievement of one or more positive outcomes as required by WIOA. Services to In-School Youth (ISY) are also allowed, but only on a very limited basis; this is due to WIOA-stipulated funding limits for the In-School Youth cohort.

Note: The State of Wisconsin has received a waiver from DOL, allowing up to 50% of WIOA youth funds to be invested on in-school youth activities for the 2020 and 2021 Program Years.

The Subrecipient is responsible for documenting eligibility and participation for all WIOA Youth in accordance with WIOA and local policy. Non-eligible youth are to be referred to alternative programs and providers and noted in ASSET.

The Subrecipient will work with the SWWDB Operations and Business Services Team to develop work experience and employment opportunities with employers. The Subrecipient will ensure that referred Youth are prepared to match the hiring needs of employers.

The number served will be a combination of carryover cases as well as new enrollments. The Subrecipient will serve both In-School Youth (ISY) and Out-of-School Youth (OSY), with an emphasis on Out-of-School Youth. The Subrecipient will ensure that a minimum of 75% of the Youth served in the WIOA Youth Program meet the definition of Out-of-School; however, as DOL has waived the 75% expenditure requirement (see above) for Program Years 2020 and 2021, SWWDB and the selected provider will be allowed to serve additional in-school youth (50% maximum participation).

The Subrecipient will coordinate recruitment and outreach efforts with the local schools, the Department of Juvenile Justice, agencies working with youth with disabilities, foster care agencies and other community agencies and groups providing services to the target population.

The Subrecipient will participate in career fairs and other events at local schools and community agencies that are consistent with SWWDB's mission and vision and do not interfere with the operation of normal program elements.

The Subrecipient will provide follow-up services for all WIOA Youth Program case exits as required by the Workforce Innovation and Opportunity Act guidelines. As part of the follow-up process, the Subrecipient will obtain documentation of placement and/or retention in post-secondary education, military, or employment as needed.

The Subrecipient will assist the SWWDB Youth Services Coordinator in developing a local Youth Advisory Council and a regional Youth Resource Guide.

The Subrecipient will follow WIOA guidelines and SWWDB procedures when determining eligibility and enrolling youth:

a) Out-of-School Youth Eligibility

- Not less than 16 years old and not more than 24 years old; and
- Not attending any school (as defined under State law); and
- Possess one or more of the following characteristics:
 - o A school dropout;
 - o Within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter;
 - o A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is: basic skills deficient or an English language learner;
 - o An offender;
 - o A homeless individual aged 16 to 24 who meets the criteria defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth aged 16 to 24 who meets the criteria defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)) or a runaway;
 - o An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
 - o An individual who is pregnant or parenting;
 - o An individual with a disability;
 - o A low income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

b) In-School Youth Eligibility

- Attending any school (as defined by State law);
- Not younger than age 14 or (unless an individual with a disability who is attending school under state law) older than age 21 at the time of enrollment;
- A low-income individual; and
- An individual who possesses one or more of the following:

- Basic skills deficient;
- An English language learner;
- An offender;
- A homeless individual aged 14 to 21 who meets the criteria defined in sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth aged 14 to 21 who meets the criteria defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)) or a runaway;
- An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement;
- An individual who is pregnant or parenting;
- An individual with a disability; or
- An individual who requires additional assistance to complete an educational program or to secure or hold employment.

c) Youth Program Objectives

The Subrecipient must be able to provides services that support the following WIOA objectives:

- Provide objective assessments of the academic levels, skill levels, and service needs of each participant.
- Provide service strategies that are linked to one or more indicators of performance.
- Provide activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential.
- Provide preparation for postsecondary educational and training opportunities.
- Provide strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials.
- Provide preparation for unsubsidized employment opportunities. , in appropriate cases.
- Provide effective connections to employers in in-demand industry sectors and occupations of the local and regional labor markets.

d) Individual Service Strategy (ISS)

Services are to be delivered to eligible youth in a manner and timeframe that results in the very best outcome for the youth. Work-based learning must

be provided so that youth can be exposed to expectations and opportunities related to the world of work. The Subrecipient, through a comprehensive assessment, will develop an ISS for every youth that identifies:

- Academic levels, skill levels, and service needs
- Activities that will help the youth attain a secondary school diploma, its recognized equivalent, and/or a recognized postsecondary credential.
- Activities and strategies that prepare a youth for postsecondary educational and training opportunities.
- Occupational interest(s).
- Resources needed to achieve education and career plans

e) Youth Program Elements

In order to achieve the objective of the ISS, the Subrecipient shall ensure youth have access to all of the following Program Elements:

- Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies.
- Alternative secondary school services, or dropout recovery services, as appropriate.
- Paid or Unpaid work experiences that have as a component academic and occupational education. Not less than 20% of funds shall be used for this, which include:
 - o Summer employment opportunities and other employment opportunities available throughout the school year.
 - o Pre-apprenticeship programs.
 - o Internships and job shadowing
 - o On-the-job training opportunities
- Occupational skills training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area.
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
- Supportive services.
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.

- Follow-up services for not less than 12 months after the completion of participation, as appropriate.
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
- Financial literacy education.
- Entrepreneurial skills training.
- Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area (career awareness, career counseling, and career exploration).
- Activities that help youth prepare for and transition to postsecondary education and training.

f) Work-based Learning/Work Experience

The Subrecipient will coordinate with SWWDB Business Services staff in the development of work experience opportunities with public and private-sector agencies and businesses. The Subrecipient will provide staff to serve as the point of contact for:

- outreach/site recruitment;
- advising employers regarding the work experience program;
- providing the necessary documents for review, completion and/or execution;

The Subrecipient will manage participant selection and placement at established work sites. Worksite selection will be based upon several criteria, and will include the worksite's ability to provide adequate supervision and the skills the participant will gain from the experience, at a minimum.

The Subrecipient will complete a worksite agreement prior to the commencement of work experience/internship which will identify requirements for time and attendance records, evaluations and monitoring by the Subrecipient staff.

The Subrecipient will deliver work site orientations with employers. The Subrecipient will deliver orientations and workshops to participants to ensure preparedness for work experience/internship/transitional job opportunities.

The Subrecipient will be responsible for managing the payroll of the participants who are engaged in work experience/internship.

5. Participation and Performance Outcomes

The Subrecipient will be held to specific performance deliverables as prescribed by SWWDB. Each Respondent must have a clear understanding of

the performance measurement tools used in Wisconsin (i.e., the Federal Performance Indicators) as well as any local performance criteria established by SWWDB. Respondents must understand that SWWDB is committed to exceeding negotiated measures thereby ensuring that the local area is not subject to corrective action and providing SWWDB with the opportunity to earn performance incentives.

The Subrecipient must to commit to ensuring the appropriate internal processes and staffing are in place to help SWWDB exceed the WIOA Primary Indicators of Performance and lead SWWDB to the top quartile in the state for performance. The table below presents the performance goals approved by the Wisconsin Department of Workforce Development and SWWDB. The intent of SWWDB is to exceed these measures by a minimum of 5%.

a) WDA 11 Program Year Performance Goals

2020 & 2021 WIOA Indicators of Performance – WDA 11	
Adult	
Q2 Unsubsidized Employment	76%
Q4 Unsubsidized Employment	74%
Q2 Median Earnings	\$5,000
Credential Attainment Rate	66%
Measurable Skill Gain	42%
Dislocated Worker	
Q2 Unsubsidized Employment	82%
Q4 Unsubsidized Employment	79%
Q2 Median Earnings	\$7,500
Credential Attainment Rate	70%
Measurable Skill Gain	55%
Youth	
Q2 Unsubsidized Employment/Education	70%
Q4 Unsubsidized Employment/Education	68%
Q2 Median Earnings	\$3,000
Credential Attainment Rate	62%
Measurable Skill Gain	34%

b) Program Operation Goals

CI Measure	Minimum Expectations
QA: Max Data Error Rate	Less than 5%
QA: Internal Oversight	10% desk audits
QA: Customer Satisfaction Surveys	2x per year
Service: Customer contact every 30 days (adult)	100%
Service: Customer contact every 15 days (youth)	100%
Service: 4 QTRS of follow-up	100%

Note: These objectives are provided as an example of the performance measures and outcome standards that may be required. Actual performance levels and standards are subject to change and will be established through contract negotiation.

C. Budget, Cost and Risk Analysis

SWWDB will review each proposal for budget (Attachment D) appropriateness, understanding and application of Federal cost principles, Respondent's internal controls, suitability of Respondent's indirect cost rate and/or cost allocation plan and the Respondent's history of non-compliance concerns and disallowed costs. SWWDB will review the Respondent's Attachment E from both a project capability and risk assessment perspective.

D. Special Consideration

Proposals from minority or women owned businesses, community based organizations of demonstrated effectiveness or labor surplus area firms will receive 5 points in the review process if the Respondent is able to prove such designation.

VI. Subrecipient Specifications and Obligations

A. Subrecipient Orientation/Competency

SWWDB will provide initial training to the Subrecipient on the documents, operating procedures, and information system requirements that are specific/unique to workforce development services solicited in this RFP, within certain limitations. It is a requirement that Subrecipients have the professional experience, prior training and applicable professional judgment within their staff/organization to perform and accomplish the proposed goals, objectives and activities submitted in accordance with workforce development services solicited in this RFP. As administrative staffing and funding are limited for training and technical assistance, Respondents with prior WIOA experience may be given additional consideration for documented performance and understanding of workforce development programs as previously

Upon contract award, the Subrecipient shall designate a knowledgeable primary point of contact who shall have optimum management and operations authority and be available to SWWDB during normal SWWDB business hours (as further prescribed in the Scope of Work). During peak performance periods or emergencies, the Subrecipient's primary point of contact and/or his/her designee(s) may be required to be available beyond these parameters. Contact information shall be made available to SWWDB for after-hours assistance.

B. Subrecipient Designation

The Selected Provider of this award will be a sub-recipient of federal funds. A subrecipient is a non-Federal entity that receives a sub-award from a pass-through

entity to carry out all or part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. (2 CFR §200.93 Sub-recipient). A subrecipient must comply with all applicable section of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. In this situation, the pass-through agency of the funds has a responsibility to monitor the sub-recipient to ensure the grant funds are being used for authorized purposes and as required by the grant agreement and applicable regulations.

Non-Federal entity: Subrecipients must adhere to the Uniform Guidance at 2 CFR Part 200.318 through 200.327, including DOL exceptions at 2 CFR Part 2900. For-Profit Entities* - OMB's approved exception applicable to DOL at 2 CFR 2900.2, expands the definition of non-Federal entities to include for-profit and foreign entities.

C. Staff Hiring, Qualifications & Training

1. The Subrecipient will hire and manage qualified and trained staff in accordance with industry and/or educational standards as well as staff who demonstrate the highest propensity to operate under the envisioned integrated service delivery model.
2. Removal and/or replacement of key personnel require the prior approval of SWWDB who must be notified within five (5) calendar days that a vacancy is possible. In the event key staff positions are vacated, the Subrecipient will have no more than 30 calendar days from the date of notification to SWWDB to fill such vacancy.
3. The ability to hire, train and retain qualified staff will be reviewed during annual program monitoring and contract renewals. SWWDB will review staffing deficiencies, excessive turnover, and the inability to fill vacancies in a timely manner.
4. Each funded position must have a specific, written job description that includes the minimum required qualifications and skills for the position, the overall job duties to be performed by the position, and the responsibility and authority of the position.
5. When filling open staff and management-level positions, the Subrecipient will provide SWWDB with the opportunity to review candidate qualifications and to designate a SWWDB staff to participate on interview panels.

Note: While this provides an opportunity for SWWDB staff to be engaged in the hiring process, the authority to make hiring decisions is that of the Subrecipient.

6. The Subrecipient will develop and maintain training plans for all front-line positions which includes specific competencies and training resources.

7. The Subrecipient will maintain a performance management system in which an employee in a funded position will receive a written review at a minimum annually regarding his/her performance unless deemed otherwise appropriate for more frequent reviews.
8. The Subrecipient will establish jointly with staff, goals that are in alignment with the Performance Deliverables outlined in Contract and federal, state, and local quality assurance requirements. The establishment of these goals will be to ensure that staff understands their individual role in aiding towards the attainment of said deliverables.
9. The Subrecipient will provide qualified programmatic and technical staff with the expertise to meet the goals, objectives and requirements of the services to be provided through the job centers and outreach sites. The Subrecipient will implement and maintain an effective training program which includes both management and staff development.
10. The Subrecipient will provide and/or make available training on a regular basis regarding all workforce development programs and special grants/projects guidelines, policies and best practices.
11. The Subrecipient will require all staff to complete equal opportunity, civil rights, and security awareness training within 30 days of the employment start date. All certificates signifying the completion of training shall be submitted to SWWDB's Internal Services Manager. Additionally, the Subrecipient will coordinate with SWWDB's Network Coordinator to ensure that ongoing information security refresher training is provided to all employees no less than annually.
12. The will be required to list all of its organization's job vacancies on www.jobcenterofwisconsin.com and provide placement information to SWWDB staff.

D. Pre-employment and Subsequent Screenings

The Subrecipient will develop and maintain written policies regarding pre-employment and periodic criminal background screenings, drug-screenings and credit checks to address the actions that may occur in the event that a screening or check results in a finding or in the event they are required by grant specifications. The Subrecipient agrees that it will develop and maintain these written policies in accordance with all state and federal laws, including without limitation, the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. The Subrecipient also agrees that it will develop and maintain the written policies in accordance with The Equal Employment Opportunity Commission's ("EEOC") Enforcement Guidance Number 95.002 issued April 25, 2012, titled "Consideration of Arrest and Conviction Records in Employment Decisions under Title VII of the Civil Rights Act of 1964."

The Subrecipient will conduct pre-employment criminal background screenings on all new hires and employees with access to protected personal identification information housed in participant files as well as state and local databases. Level 1 background screening includes, but need not be limited to, employment history checks and statewide criminal correspondence checks. The background screening results shall be used to determine eligibility for employment or continued employment, and approval of Subrecipient personnel performing work on behalf of SWWDB.

E. Code of Conduct and Business Ethics

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from Subrecipients, or parties to sub-agreements. However, Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

F. Health and Safety

Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to working conditions of employees shall be applicable to working and training conditions of workforce services participants.

The Subrecipient will adhere to SWWDB's Continuity of Operations Plan (COOP) and ensure that staff designated in the COOP are sufficiently knowledgeable of their roles during emergencies or situations that may disrupt normal operations. The Subrecipient will ensure that all of its staff are knowledgeable of their roles during emergencies or disruptions. In accordance with the COOP, the Subrecipient shall ensure that all new employees review the COOP within 30 days of the employment start date and that the COOP be reviewed with all staff no less than annually.

G. Financial and Administrative Expectations

The Subrecipient will provide financial staff that has experience in managing and accounting for multiple funding sources. The Subrecipient will have internal controls in place to ensure the entire system is consistent and responsible.

The Subrecipient understands and affirms that there can be no supplanting or co-mingling of funds received through the Contract. All funds will be traceable to the appropriate workforce grant and will be necessary and allowable.

The Subrecipient understands and affirms that any revenues above costs that are generated through the use of funds must be reported and returned to SWWDB.

The Subrecipient will follow procurement guidelines issued by Federal, State and SWWDB authorities.

H. Audit Requirements

1. The services delivered under the contract are considered Subrecipient services and require compliance with audit requirements for federal funds required by Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200.501.
2. Annually, the Subrecipient's receiving \$750,000 or more in Federal funds must submit a copy of their independent audit or program audit report as required by 2 CFR 200.507 within thirty (30) calendar days after its receipt by the Subrecipient or nine months after the end of the audit period, whichever is earlier.
3. WIOA Regulations, §683.210
 - o All recipients of WIOA Title I funds that expend more than the minimum amounts specified in 2 CFR part 200, subpart F in Federal awards during their fiscal year must have a program specific or single audit conducted in accordance with 2 CFR part 200, subpart F (WIOA Regulations, §683.210(a)(1)).
 - o Commercial or for-profit. Grant recipients and Contractors of Title I and Wagner-Peyser funds that are commercial or for-profit entities must adhere to the requirements contained in 2 CFR part 200, subpart F §683.210(a)(2)).
 - o Subrecipients and contractors. An auditee may simultaneously be a recipient, a subrecipient and a Contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Federal awards expended as a recipient or subrecipient are subject to audit requirements under 2 CFR part 200, subpart F..
 - o Contractors. The payments received for goods or services provided as a Contractor are not Federal awards. Subrecipient and Contractor determinations made under 2 CFR 200.330 should be considered in determining whether payments constitute a Federal award or a payment for goods and services provided as a Contractor.

I. Internal Financial Controls

1. The Subrecipient shall be responsible for implementing procedures and internal financial controls governing the management and utilization of funds provided hereunder. The procedures and financial controls must be established pursuant to Generally Accepted Accounting Principles (GAAP) procedures and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200).
2. The Subrecipient will maintain separate accounting records for all funds expended under the contract to ensure compliance with all federal and state laws and to ensure that the funds have not been unlawfully spent. All expenditures must be confirmed to comply with Uniform Guidance's Factors Affecting Allowability of Costs (200.403) prior to be paid for with contract funds.
3. The Subrecipient will make available all accounting records for review upon request for examination, audit, or for the making of excerpts or copies of such records for the purpose of determining compliance with all applicable rules and regulations and provisions of the Contract..

J. Refunds/Credits

Refunds or credits from vendors for unearned funds or costs that have been paid by SWWDB shall be returned to SWWDB within ten (10) days of being received by the Subrecipient or shall be accounted for in the following reimbursement request with a reduction equal to the refund or credit.

K. Indirect Cost Rate Plan/Cost Allocation Plan

Overhead, allocated and indirect costs are allowed and annually reviewed. The Subrecipient must submit an Indirect Cost Rate Plan and/or Cost Allocation Plan to SWWDB for approval. Profit is not allowed in the delivery of services under the Contract, but may be negotiated through separate contract and only as allowed under WIOA.

L. Administrative Costs

Administrative costs, defined at 20 CFR § 683.215, are limited to 10% of the total award for this project.

M. Interest & Program Income

Income earned on WIOA Title I programs, which include WIOA Adult, WIOA Youth, and WIOA Dislocated Worker funding streams, is to be identified as program income on reimbursement requests and can be expended to support allowable WIOA activities.

N. Purchasing/Inventory

1. All purchasing must be in compliance with the Subrecipients procurement guidelines as well as any pass-through entity requirements. Records must be maintained to document procurement efforts to comply with this requirement.
2. Equipment purchased as defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, including all costs related to the property's final intended use, shall first receive prior approval from SWWDB in order to procure.
3. An up-to-date inventory of all property purchased that has an individual purchase price of \$5,000 or more must be maintained and shall not be disposed of without prior written authorization.
4. Title to supplies, equipment, real property and other expendable property acquired by a recipient of federal funds shall vest in the Subrecipient upon acquisition for the authorized purpose of the project as long as it is needed and shall not encumber the property without approval of the United States Department of Labor (USDOL).
5. All supplies, equipment, real property and other expendable property shall be returned within forty-five (45) days of Contract termination or when the property is no longer needed.

O. Use of Equipment

Any equipment purchased under the contract or provided by SWWDB for use in delivering the services under the contract shall be used exclusively by the applicants and/or participants unless an equipment user agreement has been made part of the Contract. Such equipment is and shall remain the property of SWWDB.

P. Insurance

The Subrecipient shall deliver to SWWDB prior to the commencement of the Contract satisfactory evidence in the form of a Certificate of Insurance that the following insurance coverages, as appropriate, are in force and will not be canceled without thirty (30) days written notice to SWWDB. Such a Certificate shall serve as proof that all insurance and fidelity bonds, if applicable, are current and that all appropriate employees of the Subrecipient are covered. SWWDB may withhold payments or terminate the contract if the Subrecipient fails to maintain or provide evidence of current insurance.

1. Liability Insurance: Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for

bodily injury and property damage including product liability and completed operations. Subrecipient agrees to provide an endorsement naming SWWDB as an additional insured.

2. Workers' Compensation: Subrecipient must provide Workers' Compensation coverage to all employees paid directly under the Contract.
3. Motor Vehicle Insurance: Subrecipient agrees to obtain Motor Vehicle Insurance coverage in the amounts of \$50,000 property damage, \$100,000 per person and \$300,000 per occurrence, for all motorized vehicles owned or leased by the Subrecipient to be used in the performance of actions authorized by the Contract.

Excess Auto Liability – Maintain motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

Subrecipient shall ensure that all employees receiving travel reimbursement, including mileage, have current motor vehicle insurance. Subrecipient shall comply with this part by maintaining copies of its employees' current, personal insurance cards. SWWDB may, at any time, require the Subrecipient to produce copies of insurance cards for employees receiving mileage reimbursements.

4. Professional Liability (including Fidelity Bonding/Fiduciary coverage) – Maintain minimum coverage amount of \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year.
5. Umbrella Liability – Maintain minimum coverage amount of \$1,000,000.
6. State Unemployment Insurance – Maintain UI coverage as required by Wisconsin Statutes for all employees engaged in the work.

A Certificate of Insurance shall be supplied to SWWDB at least annually.

Subrecipient shall assure and require that all subcontractors maintain the same type of insurance.

All property and equipment purchased by the Subrecipient under the Contract shall be insured against, fire, theft and destruction in an amount equal to the full replacement cost.

Q. Conflict of Interest/Segregation of Duties

An important goal of this this procurement activity is to encourage cross-agency collaboration so that jobseeker and business customers are served in an efficient

and practical manner. As workforce funding is limited and demand for services is growing more complex, contracting with a single entity promotes integrated, comprehensive and relevant service provision to customers. However, having a single entity serve both as the coordinator of service delivery (One-Stop Operator) across the Southwest Wisconsin Area and as a provider of adult and youth services could result in a conflict of interest or a perceived conflict of interest. SWWDB has determined that the primary concern relates to the possibility of this single, cross-functional entity prioritizing its own interests above those of other partners. To that end, and to prevent any potential and perceived conflicts of interest, SWWDB will maintain all monitoring and oversight of the OSO and WIOA Title 1 service provision to eligible participants and businesses. SWWDB will remain as the policy setting entity for all WIOA Title 1 programs and one-stop operation. It retains full responsibility for performance measure negotiation with the state and all fiscal agent responsibilities as designated by the Southwest Wisconsin Counties Consortium (SWCC). While this is not a full list of the Board's responsibilities, it is provided here to recognize that current firewalls are in place.

Just as important, the Respondents to this RFP must understand that the selected Subrecipient will not assist in the development, preparation or submission of the Local Workforce Development Plan nor will the Subrecipient manage or assist in the competitive process for selecting Operators or select or terminate One-Stop Operators, Career Services and Youth Providers.

At a minimum, the Subrecipient shall adhere to SWWDB's Conflict of Interest Policy, Standards of Conduct Policy, and require all staff to sign SWWDB's Conflict of Interest Disclosure Statement upon initial hire and every year thereafter. Furthermore, the Subrecipient shall comply with all federal, state and local laws and regulations related to financial practice and corporate governance.

R. Access to Records

1. At any time during normal business hours and as often as SWWDB, the State of Wisconsin Department of Workforce Development (DWD), USDOL, Comptroller General of the United States, or their designated representative(s) may deem necessary, the Subrecipient shall make available all appropriate personnel for interviews and all such financial, applicant, or participant records, documents, papers and records (including computer records), or other data relating to matters covered by the Contract, for examination, audit, or for the making of excerpts or copies of such records for the purpose of auditing and monitoring program activities and determining compliance with all applicable rules and regulations, and the provisions of the Contract. The above referenced records shall be made available at the Subrecipient's expense, at reasonable locations as determined by SWWDB.
2. Annually, the Subrecipient shall provide copies of W-2 forms to be compared against the USDOL's most recent ETA salary/bonus threshold in order to ensure compliance with the current limitation.

S. Quality Assurance / Continuous Improvement

The success of workforce services is dependent upon continuous improvement efforts of all partners. The Subrecipient will implement quality assurance activities that are regular and relevant to the delivery of services to adult and youth customers and adhere to the compliance aspects of WIOA. At a minimum, this will include regular desk reviews, equal opportunity, staff training/development, customer satisfaction and partner engagement. Continuous improvement efforts are to be identified in quarterly reports provided to SWWDB. Any staff or partner training must be indicated by employee name in the same report.

T. Participant Records Quality & Confidentiality

1. Subrecipient must comply with SWWDB's confidentiality provisions and the record retention requirements.
2. Subrecipient will be responsible for tracking and collecting demographic information in accordance with Section 188 of the Workforce Innovation and Opportunity Act.
3. Subrecipient shall not disclose any information concerning a workforce services applicant or participant to any agency or individual, other than SWWDB, for any purpose without written consent of the participant, or his/her responsible parent or legal guardian.
4. Subrecipient must implement an internal quality review process that ensures participant records are complete, that program progress is achieved and that ensures a full and complete accounting of participant activity in the State's Automated System Support for Employment and Training (ASSET) system.
5. SWWDB expects the Subrecipient to fully understand the opportunities and constraints and to comply fully with DWD and SWWDB records-keeping requirements.
6. Participant File Maintenance: The Subrecipient will be responsible for maintaining a file on each participant in a manner consistent with federal, DWD, and SWWDB regulations and procedures. The file will contain documents related to the participant's eligibility for and enrollment in WIOA program services and specific documentation relating to program elements being provided. The files will be maintained in a neat and orderly fashion with all required entries and documents completed in a timely manner. The structure and content of the files shall be determined by SWWDB and may change from time to time at the discretion of SWWDB.
7. SWWDB requires that the Subrecipient maintain status information on clients served that is not captured in ASSET. When needed, this information is to be

maintained at the local level utilizing SWWDB management, database and spreadsheet systems.

8. ASSET Entry/Reporting: The Subrecipient will be responsible for entering information on each participant into the DWD-authorized data system called ASSET or any subsequent system. Entries will be made in a timely manner and consistent with DWD procedures.
9. Payment Authorization System (PAS): The Subrecipient will utilize SWWDB's Payment Authorization System (PAS) to electronically process and track participants' Individual Training Account vouchers and obligations.

U. Information Security

The Subrecipient will ensure that all staff review SWWDB's policies related to information systems security, and Subrecipient will comply with employment penalties outlined therein for its employees found to be in violation of such policies. Subrecipient will ensure that it follows SWWDB's procedures for information system's account creation, maintenance and termination related to Subrecipient's employees.

V. Incident Reporting

Known or suspected incidents of fraud, injury, program abuse or criminal conduct shall be reported to SWWDB immediately.

W. Reports

The Subrecipient must comply with all local, regional, State and Federal reporting requirements. The contracted agency will be required to document, record and report actual outcomes/outputs, as requested by SWWDB or on a quarterly basis. Additionally, Ad Hoc reports may be requested at any time by SWWDB to identify specific trends or gain information not required by quarterly reports.

1. Payment Request: Subrecipient shall submit to SWWDB an invoice and any back-up documentation to include but not limited to a general ledger detail and financial reports as specified in the Contract. SWWDB will provide the invoice template that will be used. The invoice must be submitted each month.
2. The Subrecipient will develop and implement systems to ensure proper stewardship of Federal funds by providing detailed information in accordance with OMB 2 CFR 200 Chapter 2. The following is a list of regulatory items that must be addressed:

3. Contract Close-Out Report: Subrecipient shall submit to SWWDB a Close-Out Report within forty-five (45) after contract termination, summarizing all payment requests, actual expenses, inventory and other items requested by SWWDB.
4. Program Operations Report: The Subrecipient will provide quarterly reports to SWWDB regarding activities and performance related to, for example, participation, placement, credential achievement, staffing, etc.
5. To ensure compliance and continuous improvement, other reports may be requested on a regular and/or periodic basis such as Participant Status Reports, Desk review Results, Placement/Outcomes Reports, and Financial Information Reports.

X. Subrecipient Authority

1. The Subrecipient shall not enter into contracts and/or agreements on behalf of SWWDB or its customers without prior written authorization from SWWDB
2. The Subrecipient shall not act as an agent or employee of SWWDB beyond the Scope of Work described herein. If the Subrecipient takes any action outside of this designated Scope of Work, the Subrecipient shall be liable for all costs, fees and damages that may be incurred by the Subrecipient or SWWDB as a result of such actions.

Y. Oversight

The Subrecipient will report to and be overseen by SWWDB. The Subrecipient must openly and immediately communicate to SWWDB leadership any challenges or problems faced by the Subrecipient in delivering required services and in the operation of the job centers and outreach sites that will adversely affect Subrecipient performance of the contract, or SWWDB's ability to meet federal or state requirements.

VII. Responsive Submittal

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

1. A Letter of Intent to Propose is required and must be received by no later than the due date and time shown in the Procurement Timetable of this RFP.
2. All proposals must be submitted electronically via email to: RFP@swwdb.org. The format of the Proposal Narrative must remain in Microsoft Word. The format of the Budget Template must remain in Microsoft Excel.
3. The timely delivery of a proposal is entirely the responsibility of the Respondent.

- a) Proposals emailed after proposal submission deadline will be considered non-responsive.
 - b) Proposals that do not have all required attachments and do not follow content guidelines will be considered non-responsive.
4. The **Project Narrative Template is the form that must be used to describe your proposal**. The submitted Project Narrative Template should be concise and edited to prevent redundancy. SWWDB is encouraging project narratives of no more than 40 pages.
 5. The Cover Page (Attachment A) must be signed by an official authorized to represent and bind the proposing agency. Please note there are additional signatures required in other attachments.
 6. Proposals should be presented in the same order as set forth in "Proposal Outline and Format" section below. SWWDB understands that email applications will arrange attachments differently than the order indicated in the Proposal Outline and Format section.
 7. Proposal must include completed forms and attachments that are listed in section VII. *Proposal Outline and Format*.
 8. To fully comply with the requirements of this RFP, the successful Respondent will provide services in all six counties in WDA 11. Proposals for service delivery in less than SWWDB's six-county operating area will be considered non-responsive.
 9. Giving incomplete or erroneous information or withholding important information could result in disqualification or, later, contract termination.
 10. Respondents must demonstrate a general understanding of the service delivery system, the services solicited by this RFP, and the ability to effectively and efficiently manage and deliver those requested services.
 11. SWWDB will not return any proposal or attachments. All proposals become the property of SWWDB and will be a matter of public record. SWWDB shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP without the necessity of paying fee, license, or royalty. Selection or rejection of the proposal will not affect this right.
 12. SWWDB assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation and Opportunity Act of 2014; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975, as amended; and Title IX of the Education Amendments of 1972, as amended. SWWDB assures that it will comply with any

pending federal regulations implementing WIOA and the laws listed above. This assurance applies to the WIOA Title I financially assisted program or activity, and to all agreements that the Board makes to carry out the WIOA Title I financially assisted program or activity. This WIOA Title I funded program is an equal opportunity employer / program. Auxiliary aids and services will be made available upon request for individuals with disabilities. **By submitting a bid, all Respondents are providing an assurance that they will comply with the above nondiscrimination and equal opportunity provisions.**

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VIII. Proposal Outline and Format

All proposals must be assembled according to the following outline:

A. Forms

1. Project Narrative Template (must be submitted as a Microsoft document)
2. Cover Page – Attachment A
3. Proposal Abstract – Attachment B
4. Service Logistics Outline – Attachment C
5. Proposal Budget with Narrative – Attachment D (must submitted as a Microsoft Excel document)
6. Administrative and Financial Capabilities – Attachment E
7. Required Assurances – Attachment F

B. Additional Required Attachments

1. Certificate of Incorporation and By-laws
2. List of Officers and Board of Directors
3. Two (2) letters of support or endorsements
4. Resumes of Management Staff
5. Resumes and/or Job Descriptions of Staff
6. Non-Discrimination / Equal Opportunity / Affirmative Action Policy or Plans
7. Travel Policy
8. Employee Grievance / Complaint Policy
9. Certificate of Insurances
10. Most recent audited financial statement
11. Cost Allocation Plan
12. Federal Indirect Cost Rate Approval Letter
13. Procurement Policy and Procedure

IX. Review and Award

A. General Conditions

Responsive proposals will be accepted from any private for profit agency, state or local unit of government, private non-profit organization, educational agency or labor organization that can demonstrate the administrative, client focus and case management capability to successfully provide the services identified in this RFP.

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

Furthermore, SWWDB reserves the right to:

1. Accept or reject any or all proposals in whole or in part, which it considers not to be in its best interest. No guarantees, expressed or implied, are made by SWWDB or its agents as to the availability of funds.
2. Require the Subrecipient to conform to a uniform workforce brand that promotes an integrated service delivery system and represents workforce development operations in Southwest Wisconsin.
3. Establish additional considerations or criteria for funding, as deemed necessary.
4. Reject non-conforming and non-responsive proposals without review.
5. Waive informalities and minor irregularities in proposals received.
6. Negotiate any and all proposed terms, conditions, costs, staffing level, services/activities mix, and all other specifics.
7. Request a) additional data, b) technical or price revisions, or c) oral presentations in support of the written proposal.
8. Determine that an arms-length agreement exists between the Respondent and any subcontractors or vendors they might choose to use.
9. Require the establishment of escrow accounts for an entity that currently has outstanding debts to SWWDB as a result of audits or monitoring reviews.
10. Conduct a pre-award review that may include, but is not limited to, a review of the Respondent's record keeping procedures, management systems, accounting and administrative systems, and program materials.
11. Change specifications and modify contracts as necessary to (a) facilitate compliance with the legislation, regulations and policy directives, (b) to manage funding and (c) to meet the needs of the customers.

12. End contract negotiations if acceptable progress, as determined by SWWDB, is not being made within a reasonable time frame.

B. Technical Evaluation

A comparison of specifications of the submitted proposals to the minimum specifications in the RFP document will be conducted by two (2) SWWDB staff members to determine the respondents have submitted Responsive Proposals as outlined in Section VIII. Non-responsive submittals will not be considered. All proposals that meet or exceed minimum requirements will be forwarded to the SWWDB Executive Committee or designated ad-hoc committee for completion formal review.

Responsive submittals will be forwarded to members of the SWWDB Executive Committee who will review and score the proposals. Utilizing a technical evaluation, the Executive Committee will determine whether proposers qualify as responsible and capable, taking into account the Respondent's integrity, record of past performance, and financial and technical resources.

The review team will review bids for compliance to all applicable federal, state, and local laws and regulations, conduct a cost analysis, complete the evaluation evaluation/scoring forms and make recommendation to award.

Budget/Fiscal Review

SWWDB will conduct a budget analysis and fiscal review for each proposal submitted, utilizing information provided by the Respondent. The budget is checked for accuracy of computations, completeness of backup information, the proper categorization of administration, basic career services, program costs and support costs. Staff wages, fringe, travel and training costs are reviewed against number and type of participants served. Allocated costs are reviewed for necessity and reasonableness. Included is a review of the fiscal agent's education and experience, and the Subrecipient's previous fiscal history and demonstrated fiscal management capabilities.

If there is no previous fiscal history, the proposal is assigned an average of the other proposals' ratings. A fiscal rating form is developed based on the Request for Proposal. A value is assigned to each proposal based on the ranking of cost per participant.

This fiscal review will include a review of SAM.gov to ensure that the proposing agency is not disbarred or suspended from receiving Federal funding.

C. Proposal Scoring Criteria

Reviews will utilize the following template when conducting the evaluation:

Criteria	Possible Points
ORGANIZATIONAL CAPACITY	
Employment & Training Program Experience (11)	30
Organizational & Personnel Structure and Experience(8)	
Fiscal, Administration and Audit Experience (11)	
TECHNICAL REQUIREMENTS / SCOPE OF WORK	
Service Requirement and Strategies (6)	35
One-Stop Operator (6)	
WIOA Title I Adult and Dislocated Worker Programs (8)	
WIOA Title I Youth Program (9)	
Participation and Performance Outcomes (6)	
BUDGET, COST AND RISK ANALYSIS	
Budget (6)	35
Cost Principles (8)	
Indirect Cost / Cost Allocation (5)	
Internal Controls (9)	
Monitoring / Disallowed Costs (7)	
SPECIAL CONSIDERATIONS	
Community-Based Organizations of Demonstrated Effectiveness, Women or Minority-Owned Business, or Labor Surplus Area Firm	5

Each criteria above aligns with a titled section in the **Project Narrative** document.

D. Contract Award

A contract may be awarded based on offers received, without discussion of such offers with the Respondents. Each offer should, therefore, be submitted in the most favorable terms, from a price and technical standpoint that the Respondent can make.

A contract will be awarded to the responsible firm whose proposal is most advantageous to SWWDB and the program, with price and other factors considered (Technical Evaluation). Final award of a contract will be contingent upon:

1. Risk Review: Prior to making an award, SWWDB will review information available through various sources, including its own records and government-wide eligibility qualification or financial integrity information, such as Federal Awardee Performance and Integrity Information System (FAPIIS), Dun and Bradstreet, and "Do Not Pay." Additionally, SWWDB will comply with the requirements of 2 CFR Part 180 codified by DOL at 29 CFR Part 98 [Government-wide Debarment and Suspension (Non-procurement)]. This review evaluation may also incorporate results of the evaluation of the applicant's eligibility or the quality of its application. SWWDB will evaluate:
 - o Financial stability;
 - o Quality of management systems and ability to meet the management standards prescribed in the Uniform Grant Guidance;

- History of performance. The applicant's record in managing awards, cooperative agreements, or procurement awards, if it is a prior recipient of such Federal awards, including timeliness of compliance with applicable reporting requirements and, if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;
 - Reports and findings from audits performed under Subpart F – Audit Requirements of the Uniform Grant Guidance or the reports and findings of any other available audits and monitoring reports containing findings, issues of non-compliance, or questioned costs; and
 - The Respondent's ability to effectively implement statutory, regulatory, or other requirements imposed on recipients.
 - Depending on the results of the Risk Review, severity of the findings and whether the findings were resolved, SWWDB may elect to not fund the Respondent for a grant award regardless of the Respondent's score in the competition.
2. Satisfactory verification of past performance and systems (e.g., financial), where applicable
 3. Availability of funding
 4. Successful negotiation of a contract
 5. Acceptance by the Respondent of the contract terms and conditions

E. Federal Award Terms and Conditions

SWWDB adheres to applicable Federal terms and conditions as defined in the U.S. Department of Labor. A template of this information can be found here: https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/2020_Terms_Template.pdf. SWWDB will utilize these conditions as required in all contracts.

F. Appeal Procedure

In accordance with applicable regulations, Respondents who are denied funding have the right to appeal. SWWDB will issue an award notice to all Respondents identifying the organization recommended for funding. Respondents not funded may discuss the reason(s) for non-funding or any other decision made by SWWDB related to the RFP process. WIOA and the Wisconsin Department of Workforce Development (DWD) regulations also allow any proposer to appeal any decision made by SWWDB related to the RFP process.

A formal appeal must be in writing with SWWDB pursuant to SWWDB's grievance procedure and be received by SWWDB no later than five (5) working days after the notice of award has been postmarked. The appeal must explain any and all contested issues and identify specific WIOA, DOL, DWD, and/or SWWDB regulations

or procedures that were not followed. Subjective interpretations by the review team are not subject to appeal.

SWWDB
Attn: CEO
P.O. Box 656
Platteville, WI 53818
or
r.suda@swwdb.org

Any decision regarding SWWDB's resolution of the complaint may be appealed to the Department of Workforce Development – Division of Employment & Training Administrator.