Thomas P. Miller and Associates

Serving as Independent Procurement Entity For:

Text

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*Serving the Nebraska counties of:*

*Douglas, Washington and Sarpy*

**REQUEST FOR PROPOSAL FOR**

**WORKFORCE INNOVATION & OPPORTUNITY ACT:**

**American Job Center – One-Stop Operator**

Release Date: January 10, 2022 at 8am CST

Proposals Due: February 18, 2022 at 12pm CST

Funding Period: July 1, 2022 – June 30, 2024\*

\*HWS will have the option to renew the contract for up to two (2) additional one-year periods contingent upon successful performance

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# **Section I: Program Description & Background**

## The Workforce Innovation and Opportunity Act

The Workforce Innovation and Opportunity Act (WIOA) is a federally funded program through the U.S. Department of Labor and the State of Nebraska Department of Labor. WIOA is a primary source of federal funds for workforce development activities throughout the nation, including one-stop operator services. WIOA was signed into law by President Barack Obama on July 22, 2014 and went into effect on July 1, 2015. It supersedes the Workforce Investment Act of 1998 (WIA) and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. The federal regulations drafted by the U.S. Department of Labor have can be found in §678.300 - §678.900; §463.300 - §463.900; and §361.300 - §361.900.

In passing WIOA, the first legislative reform of the public workforce system in more than 15 years, this bi-partisan piece of legislation reaffirms the roles of the Workforce Development Boards and the One-Stop career center system. The intent of WIOA is to strengthen the workforce system through innovation and alignment of services to promote individual and economic growth, meeting the business and industry needs in the area. One of the main purposes is to assist individuals with barriers to employment in increasing their access to employment, education, training, and support so they may succeed in the labor market and, as a result, improve the quality of the workforce. WIOA also requires the creation of a One-Stop System through which job seekers and businesses will access One-Stop Services. The Local Workforce Development Board, Heartland Solutions, Inc. (hereinafter referred to as HWS) contributes to the successful application of these activities to improve the quality of Nebraska’s workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the State and Nation. Therefore, each Proposer must be familiar with state and federal requirements of this program and the Greater Omaha Local Workforce Development Plan[[1]](#footnote-2) (hereinafter referred to as “the Local Plan”).

## Heartland Workforce Solutions

One of three Local Workforce Development Areas in the state of Nebraska, the Greater Omaha Local Workforce Development Area covers Washington, Douglas, and Sarpy counties. The Mayor of Omaha serves as the Chief Elected Official and has appointed HWS as the Local Workforce Development Board (WDB) for the area, as the HWS three-county focus is part of the Omaha Metropolitan Statistical Area. Incorporated as a 501(c)(3), HWS’s mission is to promote and develop a workforce system that is responsive to the needs of business and career seekers resulting in economic prosperity. HWS provides administrative services, monitoring, program oversight, fiscal agent functions, and does the contracting of WIOA service provision.

## Thomas P. Miller & Associates, LLC

Thomas P. Miller & Associates, LLC (TPMA) has been contracted by the HWS to lead the procurement process for selecting a One-Stop Operator. TPMA is a full-service consulting firm based in Indianapolis, Indiana with over 30 years of experience in workforce development activities. Through analysis, alignment, and action, TPMA applies our mission statement of empowering organizations and communities through strategic partnerships and informed solutions that create positive, sustainable change to every project assigned. For more information of TPMA’s experience and expertise, please visit us at <http://www.tpma-inc.com>.

As the contracted entity to lead this procurement process, TPMA serves as a “separate and independent outside entity to conduct the competition” for the One-Stop Operator.[[2]](#footnote-3) TPMA will review all submitted proposals and evaluate them on a scale coordinated and agreed upon by HWS, with guidance from the Nebraska Department of Labor. Based on its evaluation, TPMA will submit its selection, along with a description of the selection process and scoring justification, to HWS for approval. HWS will convene a sub-committee of the full board to review and approve a final service provider and begin contract negotiations.

## Purpose and Components of RFP for One-Stop Operator

HWS is issuing this Request for Proposal (RFP) for the purpose of selecting a qualified contractor as a One-Stop Operator who will, through partnerships, improve the quality of life for the citizens throughout the local area by establishing a one-stop delivery system described in WIOA Section 121(e). Strong proposals will focus the four components listed in this section: Coordinating Services, Performance, Reporting, and Delivery of Services. The One-Stop Operator will:

● Organize and coordinate partner staff, to optimize and streamline service

delivery efforts.

● Coordinate operational policies that reflect an integrated system of

performance, communication, and case management.

● Use state of the art technology to achieve integration and expanded service

offerings.

More information about HWS, Nebraska Department of Labor, and U.S. Department of Labor can be located on their respective websites:

* Heartland Workforce Solutions, Inc.: <https://hws-ne.org/>
* Nebraska Department of Labor: [https://www.dol.nebraska.gov/home/](https://www.dol.nebraska.gov/home/index)
* U.S. Department of Labor (WIOA): <https://www.doleta.gov/wioa/>

### Coordinating Services

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

• The needs of business and workers drive workforce solutions;

• One-Stop Center (or American Job Centers) provide excellent customer service to jobseekers and employers and focus on continuous improvement; and

• The workforce system supports strong regional economies and plays an active role in community and workforce development.

Through the AJC, the One-Stop Operator (OSO) will act as a “functional leader”. The OSO is responsible for coordinating partner staff to optimize and streamline service delivery efforts in order to create a welcoming environment for all jobseekers who enter the public workforce system. Formal leadership, supervision, and performance responsibilities remain with each partner's employer of record. The OSO, in collaboration with each partner, will at a minimum be responsible for the following activities:

● Facilitate integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.

● Develop and implement operational policies that reflect an integrated system of performance, communication, and case management, and use technology to achieve integration and expanded service offerings.

● When available use a “common intake” and communication tool to; integrate partner program services, increase co-enrollments across programs and eliminate duplication of services.

● Organize and integrate AJC services by function (when permitted by a program’s authorizing statute), as appropriate, through staff communication, capacity building, and training efforts. Functional alignment includes AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).

● Create a seamless model of service integration that focuses on serving all customers (including individuals with the highest barriers to employment, including those with disabilities). This will provide a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.

● Manage daily operations, including but not limited to:

o Coordinating partner responsibilities, as defined in the partnership agreements or any formalized Memoranda of Understanding (MOUs).

o Ensuring building security through the development and implementation of safety procedures.

o Managing hours of operation, including the ability to add weekend and extended hours as needed.

o Coordinating daily work schedules and workflow based upon operational needs.

o Coordinating staff absences with partner leadership staff to ensure service coverage by the center.

● Facilitate integrated services at the AJC by ensuring:

o AJC staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.

o AJC staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand the services from other partner programs, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.

o AJC staff are routinely trained on how their work function supports and contributes to the overall vision of the Greater Omaha WDB, as well as within the AJC network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

● Assist GOWDB in establishing and maintaining the AJC network structure. This includes, but is not limited to:

o Ensuring that defined American Job Center certification requirements are met and maintained.

o Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible.

o Ensuring that GO policies are implemented and adhered too.

o Adhering to the provisions outlined in the contract with GOWDB.

o Reinforcing strategic objectives of the GO and taking steps to achieve the goals.

o Ensuring staff are properly trained by their organization and providing technical assistance, as needed.

● Oversee and coordinate partner, program, and AJC network performance. This includes, but is not limited to:

o Providing and/or contributing to reports of AJC activities.

o Providing input to the partner programs on the opportunities for development of their own staff members.

o Identifying and facilitating the timely resolution of complaints, problems, and other issues.

o Collaborating with the GOWDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry in the management systems, and coordinated data downloads (ensuring confidentiality requirements of FERPA, 34 CFR 361.38 and 20 CFR part 603).

o Ensuring open communication with the partners to facilitate efficient and effective center operations.

o Evaluating customer satisfaction data and proposing service strategy changes to the GOWDB based on findings.

The contracted service provider will not assist in the preparation and submission of Regional or Local plans; however, they may be asked for input on specific workforce system topics. They cannot manage or assist in future competitive processes for selecting or terminating the OSO, Adult & Dislocated Worker services providers, or Youth services providers. The OSO cannot negotiate local performance accountability measures or develop and submit budgets for activities of the GOWDB. The GOWDB is responsible for negotiating performance measures, strategic planning, budgets, and OSO oversight (including monitoring).

In serving as a One-Stop Operator (OSO), the entity must refrain from establishing practices that create disincentives to provide services to individuals with barriers to employment; these participants may require long-term services such as intensive career services, training, and education services. Practices will not be developed that fail to provide access and opportunity for eligible participants to receive (and gain the benefit of) WIOA services (WIOA Section 121[d][4][B]). For example, the OSO must ensure that participation in training is not a requirement for WIOA enrollment.

The One-Stop Operator will follow all WIOA policies developed by Heartland Workforce Solutions, Inc. and the State of Nebraska Department of Labor regarding administration of the WIOA Program.

### Performance

The contracted One-Stop Operator will identify providers of training services, monitor system performance against established targeted performance measures, and ensure quality of services in the one-stop system. The One-Stop Operator should perform quality control activities that encourage continuous improvement of the local American Job Center including assistance in the creation of a system-wide Memorandum of Understanding that ensures compliance with WIOA. In coordination with One-Stop Partners, the OSO is expected to report on activities and performance and submit formal reports to HWS monthly. HWS will use a cost-reimbursement contract with a pay for performance piece that will include an incentive bonus for meeting key performance indicators (KPI) as outlined in this proposal OR local strategic plan.

### Delivery of Services

The proposal should contain a statement that the OSO agrees to and will abide by carrying out all assigned duties as related to the delivery of services within the one-stop system (WIOA Section 134[c][2]2[C]), including any specialized funding opportunities. The One-Stop Operator will act as the central convener of the workforce partners to help develop training, create resources, and provide adequate communication channels to best serve all jobseekers. This will include regular communication with core WIOA partners monthly as well as the convening of four (4) quarterly meetings per year of mandated partners to support the Memorandum of Understanding (MOU) implementation. The One-Stop Operator will develop meeting agendas, conduct meeting activities, facilitate meeting conversation, and provide meeting notes.

The One-Stop Operator will assist the local board in coordinating local workforce development system activities with regional economic development activities that are carried out in the local area and how the local board will promote entrepreneurial skills training and microenterprise services. The One-Stop Operator, in collaboration with the local business development team, is involved in economic development activities in the region. Information about the community initiatives is shared at partner meetings. The One-Stop Operator schedules training, in partnership with GO Chamber of Commerce REACH, Metropolitan Community College START and Nebraska Enterprise Fund for entrepreneurial training.

### Reporting

The OSO will be required to provide monthly reports to the HWS and Board staff to inform them of trends concerning the operation of the One-Stop System. Reports will inform HWS of strengths and weaknesses of service delivery within the Local Area, specifically as they pertain to the primary indicators of performance issued by the USDOL. These measures are in place to ensure HWS meets the negotiated targets established by the State of Nebraska Department of Labor. Criteria used to demonstrate performance includes, but is not limited to, post-secondary credential attainment achieved by participants, rate of employment after participant exits from a training program, and earnings after a participant exits from a training program. The OSO should submit a plan of how these targets will be met.

The proposal which, in the opinion of the awarding body, best provides for operating a One-Stop delivery system serving the Greater Omaha local workforce development area will be invited to enter contract negotiations. Resulting contracts will be negotiated with respect to cost, scope, and content in a manner that achieves the establishment of this System in the best interest of the Local Area.

The expected contract term under this solicitation will be from July 1, 2022 to June 30, 2024, provided measurable outcomes are successfully achieved and that sufficient funds for the contract term remain available. HWS will have the option to renew the contract for up to two (2) additional one-year periods contingent upon successful performance and with HWS approval as follows:

* Optional Renewal One: July 1, 2024 to June 30, 2025
* Optional Renewal Two: July 1, 2025 to June 30, 2026

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

## Eligible Respondents

Please refer to the Nebraska Department of Labor State Policy on One-Stop Operator Competitive Selection for elaboration on eligibility[[3]](#footnote-4). This states that “the one-stop operator must be an entity (public, private, or nonprofit) or a consortium of entities that, at a minimum, includes three (3) or more of the required one-stop partners of demonstrated effectiveness, located in the local area,”. Per WIOA sec.121(d)(2), the types of entities that are eligible to become a One-Stop Operator include, but are not limited to:

* An institution of higher education
* An Employment Service State Agency established under Wagner-Peyser
* A community-based, non-profit organization or workforce intermediary
* A private-for-profit entity
* A government agency (i.e., municipality)
* Other interested organizations or entities capable of carrying out the duties of the One-Stop Operator, including local Chambers of Commerce, business organizations, or labor organizations
* Local boards, if approved by the Chief Elected Official (CEO) and the Governor[[4]](#footnote-5)

**Exceptions**:

While nontraditional public secondary schools such as night schools, and area career and technical education schools are eligible, elementary and other secondary schools are not eligible to become a One-Stop Operator.

No entity may compete for funds if (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the entity’s previous contracts with the HWS have been terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services.

For-profit[[5]](#footnote-6) entities that are subrecipients of a Federal award as a One-Stop Operator must adhere to the Uniform Guidance, including any requirements identified by the Department of Labor under 2 CFR part 2900.

* + The Department requires private for-profit entities that are One-Stop Operators to adhere to the requirements of 2 CFR § 200.323 concerning earning and negotiating a fair and reasonable profit.
  + The Uniform Guidance requires that profit is reasonable and fair and that the entity conducting the competition negotiate profit separately from costs.
  + Negotiation with for-profit entities entitled to earn profit must separate amounts intended to pay for costs from amounts intended to pay for profit.
  + Contract price equals costs plus profit.
  + Profit should be based on the contractors’ efforts and risks in achieving a performance result that typically aligns with the performance measures outlined in the local board’s local plan.
  + Conditions to consider in quantifying the opportunity to earn profit are referenced at 48 CFR 15.404-4.
  + Local boards are allowed to cap the maximum profit potential that could be earned per performance results within the approved budget.
  + The earning of profit should not be based on total budget, expending of the budget, and/or pass-through costs, such as tuition or fixed costs, that require minimal to no effort from the contractor nor directly achieve a performance goal.”[[6]](#footnote-7)

**Additional Requirements**: The State and local boards shall ensure that in carrying out activities under this title, One-Stop Operators:

1. Disclose any potential conflicts of interest arising from the relationships of the operators with training service providers or other service providers. An entity serving as One-Stop Operator may also serve a different role within the One-Stop system and perform some or all these functions when acting in its other role if it has established sufficient firewalls and conflict of interest policies and procedures.
   1. Pursuant to 20 CFR 679.430, any entity selected or otherwise designated to perform more than one of the functions within the local One-Stop system must develop a written agreement with the local workforce development board and the CLEO to clarify how the entity will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, relevant Office of Management and Budget circulars, the State's conflict of interest policy, and the HWS conflict of interest policy.
2. Do not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
3. Comply with Federal regulation, and procurement policies, relating to the calculation and use of profits.
4. Respondents must comply with Section 504 of the Rehabilitation Act of 1973, the Federal Drug-Free Workplace Act of 1988, and the Americans with Disabilities Act to be eligible.

HWS will afford full opportunity for minority and women-owned business enterprises to submit a show of interest in response to the invitation and will not discriminate against any firm or individual on the grounds or race, creed, color, sex, age, handicap status or national origin in the contract award.

Any proposer with whom HWS executes a contract for the provision of the services described in this Request for Proposals shall be a sub-recipient pursuant to applicable federal laws and regulations and shall be required to comply with 2 CFR Part 200, as well as the Workforce Innovation and Opportunity Act and all other applicable federal and state laws and regulations.

## Contract Type

HWS will structure this contract under a cost-reimbursement basis, including performance-based provisions that will be considered based upon actual costs and performance delivery outcomes. A Cost Reimbursement Contract is one that establishes an estimate total of costs for the purpose of obligating funds and a ceiling that the contractor may not exceed (except at a contractor’s risk) unless the awarding party agrees to amend the contract and provide additional funds.

HWS is responsible for ensuring that contracted costs are both necessary and reasonable. Provisions are made for limited movement of funding among line items. The contractor is required to maintain records sufficient to account for all expenditures. Costs and performance will be reported monthly. The expected performance delivery outcomes will be linked to activities detailed in the Scope of Work, and as determined and negotiated between the HWS and the contractor. According to the Nebraska Department of Labor, local boards may reserve and use not more than 10 percent of the total youth program funds allocated to the local area for pay-for-performance contract strategies[[7]](#footnote-8).

A line-item budget shall be based on all legitimate costs to be incurred by the OSO in carrying out the services. The selected OSO will be reimbursed for allowable actual service delivery costs on a monthly basis after submittal and approval of payment vouchers to the fiscal agent as instructed in the contract. Incentive bonuses will be considered, reviewed, and paid on a quarterly basis based on what percent of negotiated key performance indicators (KPIs) are met. The sub-recipient will work closely with the fiscal agent, and the HWS on the payment process and schedule. Due to the nature of the HWS’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 proposed.

## Project Timeline & Funding

The table below provides a timeline of activities for this procurement. In the event dates are changed, TPMA will provide notice through the procurement portal:

https://www.tpma-inc.com/procurement-heartland-workforce-solutions/

|  |  |
| --- | --- |
| Activity | Date |
| RFP Release | January 10, 2022 |
| Deadline for Bidder Questions | January 21, 2022 |
| Response to Bidder Questions Posted | January 26, 2022 |
| Proposal Deadline (email only) | February 18, 2022 at 12:00 pm CST |
| Public Opening (in person or virtual) | February 18, 2022 at 12:30 pm CST |
| Interviews (if necessary) | Week of February 28th to March 4th, 2022 |
| TPMA Recommendation to HWS team | March 25, 2022 |
| Notice of Intent to Award to Proposers | May 2, 2022 |
| Contractual Start Date | July 1, 2022 |

The Public Opening of the RFP bids will be conducted on February 18, 2022 at 12:30pm CST virtually and in-person at the HWS Community Conference Room located at 5752 Ames Avenue, Omaha, NE 68104. Virtual attendees can use the following Zoom link and information:

<https://us02web.zoom.us/j/88927859865?pwd=UU5yM01kMlllTlpqdDZPeG9CRVNxdz09>

Meeting ID: 889 2785 9865

Passcode: 187284

The anticipated funding amount for the twelve (12)-month budget for the One-Stop Operator contract is $135,000 to $140,000. The annual contract may be renewable up to two (2) times, each for an additional one-year period.

## One-Stop Delivery System in Greater Omaha Local Workforce Development Area

The Nebraska Department of Labor’s One-Stop Delivery System Assessment & One-Stop Certification Policy[[8]](#footnote-9) describes levels of certification for the Workforce Development Board’s One-Stop Career Centers:

* “An affiliate site (affiliate one-stop center) is a site that makes available to job seekers and employers one or more of a one-stop partner’s programs, services, and activities.”[[9]](#footnote-10)
* “A comprehensive one-stop center (comprehensive American Job Center or AJC) is a physical location where job seekers and employers can access the programs, services, and activities of all required one-stop partners.”[[10]](#footnote-11)
* “Direct linkage means providing a direct connection at the comprehensive one-stop center to a required one-stop partner staff member who can provide program information or services to the customer, within a reasonable period of time and by phone or through real-time web-based communications.”[[11]](#footnote-12) Simply providing a phone number or a web address for services or information or pamphlets or materials is not direct linkage.
* “A specialized center is a center connected to a comprehensive one-stop center and any appropriate affiliate site that meets the needs of dislocated workers, youth, employers, or key industry sectors or clusters.”[[12]](#footnote-13)

HWS administers one Comprehensive American Job Center, with existing WIOA One-Stop Partners and service providers in place. Location information can be found below:

* Location: 5752 Ames Avenue, Omaha, NE 68104
* Phone: 402-444-4700
* Email: [admin@hws-ne.org](mailto:admin@hws-ne.org)

HWS administers one outreach site. Location information can be found below:

* Location: Metropolitan Community College – South Express
* Address: 3002 S 24th St, Omaha, NE 68108

## Participant Data & Performance Outcomes

### AJC Traffic Count: FY 2019-2021

|  |  |  |  |
| --- | --- | --- | --- |
| ’19 – ‘20 | Monthly Total | ’20 – ‘21 | Monthly Total |
| 19-Jul | **2858** | 20-Jul | **3534** |
| 19-Aug | **2803** | 20-Aug | **2861** |
| 19-Sep | **1791** | 20-Sep | **2887** |
| 19-Oct | **2748** | 20-Oct | **2427** |
| 19-Nov | **2133** | 20-Nov | **2153** |
| 19-Dec | **2878** | 20-Dec | **1907** |
| 20-Jan | **3118** | 21-Jan | **1877** |
| 20-Feb | **2780** | 21-Feb | **2068** |
| 20-Mar | **2585** | 21-Mar | **2589** |
| 20-Apr | **1593** | 21-Apr | **2274** |
| 20-May | **2345** | 21-May | **2029** |
| 20-Jun | **3385** | 21-Jun | **2169** |
| **Total** | **31017** | **Total** | **28775** |

HWS has established certain goals for the workforce programs in its service area. As the One-Stop Operator will be a major part of the workforce system, it is anticipated that the operator will be a major contributor in the achievement of long-term goals for the system. Below is a chart showing PY2020 Performance Goals negotiated with the Nebraska Department of Labor.

|  |  |  |  |
| --- | --- | --- | --- |
| Performance Measure | Adult | Dislocated Worker | Youth |
| Entered Employment Rate 2nd Qtr. After Exit | 78% | 86.4% | 78% |
| Entered Employment Rate 4th Qtr. After Exit | 78.5% | 85.9% | 77% |
| Median Earnings 2nd Qtr. After Exit | $6,300 | $8,250 | $3,545 |
| Credential Attainment Rate | 61% | 60% | 54.8% |
| Measurable Skills Gains | 41% | 45% | 41.8% |

# **Section 2: Scope of Work**

Proposals should be developed and organized as outlined below. Interested bidders should respond to each section’s requirement in its entirety. For example:

*Experience, Qualifications, and Capacity*

1. *Describe your organization’s mission, goals, activities, accomplishments, and expertise. Identify the number of years that your organization has been in business under the present name, as well as related prior business names.* 
   1. *[Insert organization’s response]*
2. *Explain how your organization’s vision, mission, and objectives align with this funding opportunity.*
   1. *[Insert organization’s response]*

#### Experience, Qualifications, and Capacity (10 points)

1. Describe your organization’s mission, goals, activities, accomplishments, and expertise. Identify the number of years that your organization has been in business under the present name, as well as related prior business names.
2. Explain how your organization’s vision, mission, and objectives align with this funding opportunity.
3. How does the proposed program of work align with the economic and workforce needs of the Greater Omaha Local Workforce Development Area?
4. Demonstrate your organization’s eligibility to participate as a WIOA One-Stop Operator, as described in Section I (5) Eligible Respondents. Please include your organization’s incorporation status and where incorporated, along with that of any partners or subcontractors included in your proposal.
5. Describe the organization’s experience and success in delivering services in similar programs and/or to similar populations, including experience with the One-Stop service delivery model under WIOA or similar programs.
   1. Explain your understanding of the social and economic challenges facing the region and describe how your organization has provided or tailored services to address these challenges.
   2. Provide detailed information regarding your organization’s experience contracting with federally funded agencies for the same or similar services.
   3. Include current and past contracts that were in effect within the last five (5) years. Specify whether such contracts are currently in effect, were successfully completed, or were terminated prior to completion.
6. Describe your organization’s experience within the past three (3) years for the following:
   1. Project management
   2. Relationship management - in relation to mediation and negotiation, bringing disparate groups together, and facilitating agency interactions where the goals and objectives may be similar but do not directly align
   3. Continuous improvement or corrective action taken to improve processes, performance, and/or outcomes
7. Please describe experience providing services with an intentional focus on incorporating diversity, equity, and inclusion into programming.
8. If submitting a response as a consortium, explain your rationale for the model and how collaboration will be managed. Identify the lead consortium partner and describe the roles and responsibilities of each partner. Attach a detailed MOU between all consortium partners.
9. If subcontractors are included in the proposal, explain your rationale for their inclusion and describe the roles and responsibilities of each subcontractor. Attach a detailed MOU with each subcontractor included in the proposal.
10. Attach three (3) letters of reference that attest to your organization’s experience.

#### Facilities Management (15 points)

1. The One-Stop Operator will be asked to take on an active role in managing operations at the comprehensive American Job Center location and at the outreach site in South Omaha. Describe your plan for facilities management.
2. Describe your experience managing a property with multiple tenants.
   1. What processes and procedures will you develop to ensure smooth building operations and appropriate use of communal spaces?
   2. How will you communicate these with the various employers of record?
3. How will you promote and coordinate full use of the comprehensive AJC and affiliate site among existing and potential future tenants?
4. Explain your approach to problem solving with common facilities needs including room reservations, computer and phone infrastructure, internet connectivity, security coordination, and more.
5. Describe how you will promote building security through the development and implementation of safety procedures.
6. American Job Centers are expected to be both physically and programmatically accessible with regard to facilities, programs, services, technology, and materials for individuals with disabilities. Explain how you will work to stay compliant with these expectations.
7. Describe how you will identify and address facility needs and requirements, as well as how those will be communicated through the appropriate channels?
8. How will you ensure a customer-centered experience for jobseekers receiving services at the main site and outreach site?
   1. What is your plan for assessing the best flow of traffic design?
   2. Describe how a resource room will be designed/staffed so that it is customer focused.
   3. Provide an example of a customer flow chart that you have operated under in a one-stop environment and the principles behind the selected customer flow.
9. Explain your ability to provide an operations and safety manual within the first 90 days of the contract start.

#### Staffing Plan (15 points)

1. Specify the annual percent FTE budgeted for each staff (specify title) necessary to the success of the operator function who will perform the work of the One-Stop Operator. Include a staffing chart of all positions in support of this contract (filled and unfilled).
   1. Attach a job description for each proposed staff position that has not yet been hired.
2. HWS requires the selected operator to either name an individual to act as the full-time One-Stop System Manager or describe the desired qualifications of a new hire. Describe how the One-Stop System Manager will function in a supervisory capacity at the Center.
   1. If the individual has already been identified, describe the relevant education and training, professional experience, skills, and other characteristics that qualify them to perform the proposed role and provide a resume. If the individual will be a new hire, list the qualifications, process for selection, and timetable you will use to identify and hire an appropriate person.

**Note:** HWS reserves the right to participate in the selected One-Stop Operator entity’s performance appraisal of the One-Stop System Manager.

1. Provide a detailed explanation of the role each staff will play in executing the proposed program design.
   1. Include plans for how operations will be maintained when the One-Stop Operator System Manager is out of the office, whether for short or extended periods of time.
2. Describe the management and reporting structure that will govern the work of the proposed staff.
3. Describe how your organization will evaluate individual staff performance on executing the proposed program design for One-Stop Operator services.
   1. Describe your practices for staff performance review and improvement, including any specific evaluation criteria or tools that may be used.
4. Describe your organization’s professional development policies and practices.
   1. How will your organization develop proposed staff to ensure that they maintain current knowledge and skills required for the scope of work?
   2. What development activities and resources does your organization provide internally to staff?
   3. What external development activities and resources do you make available to staff?
   4. Describe how managers and supervisors support staff development.
5. What are your planned hours of operation outside normal required business hours?

#### Partnerships and Community Engagement (20 points)

2. Describe existing relationships that your organization has with area employers, community-based organizations, and other agencies and how those relationships will be leveraged to successfully deliver services to target populations.
3. Describe proposer’s experience with public relations at community meetings to promote services and responding to media inquiries on behalf of the public workforce system, as well as any written public correspondence such as press releases, published articles, marketing and program outreach and labor market information materials on behalf of the public workforce system.
4. Explain what communications strategies you plan to employ for ensuring that information about activities at the comprehensive American Job Center and affiliate site reach intended audiences. This might include, but is not limited to, social media marketing, newsletters, and text-based marketing.
5. There are many one-stop required partners, but there are also many workforce stakeholders who are not required one-stop partners but who are major players in workforce development in the Greater Omaha region. How will your organization identify ways to collaborate with all workforce stakeholders who strengthen the system and enhance the region’s ability to provide resources to job seekers and businesses?
6. Describe how you will promote and sustain business engagement in this role.
7. Describe community outreach strategies you would employ to build awareness of one-stop system services.
8. How will you ensure One-Stop Center representation at workforce development related community events?
9. The One-Stop Operator will be expected to coordinate with contracted Title I services providers, co-located partners, and other One-Stop System and community partners to curate a full calendar of jobseeker workshops and events, both virtual and in-person at the comprehensive and affiliate American Job Center sites. Describe how you plan to fulfill this responsibility.
10. How will you lead One-Stop partners with:
    1. Integrating a menu of services for job-seeking customers and employers
    2. Implementing agreements among partners such as Memorandum of Understanding (MOU) and resource sharing
    3. Maintaining communications with all One-Stop Partners and co-located staff
11. How will you encourage collaboration with One-Stop Partners and the workforce system outside of their agreed-upon activities outlined in MOUs?
12. How will you seek and implement access points to make WIOA career services accessible to residents in community centers, libraries, and with community-based organizations?

#### One-Stop Operator Services Model (15 points)

1. Describe the population(s) to be served (target populations and eligibility). Discuss the proposed philosophy, approach and implementation plan for outreach and recruitment of diverse target groups. Be as specific as possible as to what populations in this geographic region are underserved.
2. Address how the AJC will serve people with barriers, including but not limited to disabilities, Limited English Proficiency, and prioritized populations (i.e., recipients of public assistance, other low-income individuals, veterans, and individuals who are basic skills-deficient).

Note: This should include how you will connect with key community partners who are experienced at successfully reaching and serving these individuals for mutually beneficial referrals.

1. Discuss how you would manage and improve assessment and referral processes.

Note: Inbound and outbound customer referrals should be seamless and create a direct link between the comprehensive and affiliate American Job Center sites, One-Stop Partners, and other community organizations providing valuable supportive services.

1. Describe the strategies, methods, and specific activities your organization will undertake to successfully perform each of the following functions and responsibilities of the One-Stop Operator:
   1. Coordinate WIOA service delivery across required WIOA One-Stop Partners and service providers.
   2. Convene meetings to support implementation of the MOU among WIOA One-Stop Partners, including reconciliation procedures.
   3. Facilitate the development and implementation of service integration plans at One-Stop centers to share necessary data, reduce duplication of services, and leverage program resources to the mutual benefit of partner programs and their shared customers, resulting in efficient, effective, and seamless service delivery.
   4. Implement a comprehensive customer service strategy to ensure quality service to shared job seekers.
   5. Assist WIOA One-Stop Partners with community outreach and the promotion of program services. Describe how you will work to bring additional partners to the Partner Network.
   6. Identify ways in which technology may be used to enhance One-Stop operations, and work with One-Stop Partners throughout the community, such as libraries, to develop and implement technological strategies to improve service delivery, customer service, service integration, and reporting.
   7. Coordinate with HWS and WIOA One-Stop Partners to complete One-Stop center certification processes.
   8. Remain informed on Federal and State One-Stop Operator policies.
   9. Coordinate with One-Stop Partners to report on activities and performance and submit formal reports to the HWS monthly.
   10. Attend meetings of the HWS as scheduled. As instructed by HWS, report to the board on One-Stop performance, service integration efforts, and progress on implementation of the Memorandum of Understanding among One-Stop Partners.
2. Describe how you will help ensure an efficient use of the WIOA funds while maximizing services provided for jobseekers.
3. Describe the work your organization will undertake during the first 90 days of the contract period to learn current circumstances and effectively plan workstreams and timelines for the remaining contract period.
4. In the event during or at the end of the contract year, a new One-Stop Operator is selected, the existing provider must be willing to invest uncompensated time and effort to the transition process in order for services to continue with no interruptions. This phase will take place for up to fifteen (15) days after the end date of the contract. Describe how your organization would deal with this investment in order to conduct an orderly transition to another provider to ensure that there is no disruption in services.

Note: It is important for Bidders to understand that the infrastructure for delivery of services is in place and that no break in services to current participants can be experienced as a result of a transition. It is important for current Providers to understand that a transition plan may also be required for significant changes in processes.

1. If your organization is a current provider of program services under WIOA Title I-B or Title II at the HWS One-Stop Center, describe your proposed policies and procedures for ensuring neutral treatment of all One-Stop Partners and other relevant partners when performing the functions and responsibilities of the One-Stop Operator.
2. Describe your organization’s approach to diversity, equity, and inclusion (DEI). How will you approach the role of One-Stop Operator through a DEI lens?

#### Data, Performance, & Outcomes (10 points)

1. Describe past success with tracking program performance and/or outcomes. Include a description of previous outcomes from other successful initiatives and describe experience with capturing and reporting performance information.
2. If the organization has previously delivered WIOA services (as One-Stop Operator, Title I Services Provider, or other WIOA program provider), or has overseen delivery of WIOA service contracts, please provide performance data for the most recent two program years available and most recent program monitoring report in an attachment.
3. The One-Stop Operator will be responsible for tracking services and outcomes in the state information management system (NEworks). What is your experience working with NEworks, or similar systems, for data management?
4. Provide a description of how progress toward operator requirements will be measured and reported. Include the tool(s) to be used to ensure continuous improvement of service quality. The contract to be issued for the approved One-Stop Operator will be performance-based.
5. Describe how and when customer satisfaction levels will be measured for customers.
6. The provider will be accountable for the integrity of the data presented and responsible for ensuring that staff is appropriately trained in the use of these systems. Explain how accountability and integrity of data will be assured and how staff will be appropriately trained in the use of these systems.
7. The One-Stop Operator will be responsible for developing, implementing, and overseeing processes to collect, manage and utilize information about the system. Describe how you will measure success for the One-Stop delivery system? How would you track the performance measures as described in *Participant Data & Performance Outcomes* section of this RFP?

#### Fiscal Capabilities & Budget (15 points)

1. The Budget Narrative must be typed and placed in the proposal following the Budget Form (Attachment C).
   1. The Budget Narrative should detail all costs that are necessary to directly operate the proposed program.
   2. Describe and list any unusual equipment that is essential to the program and indicate whether it belongs to the organization, the State, or will be purchased if the proposal is funded. If any additional equipment is to be purchased or leased, please indicate this in the proposal. Include a detailed justification of the intended purchase, and why its purchase is essential to the program’s operation. The Budget Narrative should fully describe the cost allocation methods used.
   3. The Narrative must describe how funds are allocated to minimize administrative costs and support direct services to participants. The narrative should also describe the indirect costs that are proposed, indicate what costs are included, and explain how these indirect program costs were determined. Any indirect costs budgeted must be supported by an indirect cost rate agreement with a Federal or State cognizant agency, a copy of which must be attached to the budget request.
   4. Describe past success with leveraging additional resources. Describe both leveraged resources whose purpose has been to ensure and maximize the delivery of services and leveraged resources whose purpose was to maximize the organization’s financial resources. Also, specify additional resources to be leveraged and any in-kind contributions the organization will provide to assist in the participant program’s success.
   5. Provide your latest audit report.
2. Identify any in-kind resources/support for the service delivery system beyond what is requested in the budget. Include each committed or proposed source of funding and the amount of that funding.
3. Describe your organization’s financial and administrative experience and capabilities managing and accounting for multiple federal, state, and local funding sources and conducting self-monitoring for performance and compliance. Bidders must be in accordance with Generally Accepted Accounting Principles (GAAP).
4. Describe experience your organization has in managing Federal funds and the experience of currently employed fiscal staff have in administering such programs.
5. Describe any experience your organization has with administering cost-reimbursement and/or performance-based contracts.
   1. How will you provide and fund the start-up costs of the program?
   2. How will you manage the upfront financial costs of the work experience activities (i.e., internships, etc.)?
   3. Describe how the Bidder’s organization will financially support the costs of doing business until an invoice can be submitted and paid by the HWS’ fiscal agent.
   4. Describe the measurable performance outcomes to which the organization will tie payment and the documentation that will be submitted to provide attainment of the outcome.
6. How will financial information be made available for monitoring and auditing purposes?
   1. Describe your organization’s contingency plans to repay the HWS in the event there are any disallowed costs because of an audit or monitoring review.
7. Describe your organization’s payment procedures, including frequency and methods, of direct participant costs. Include invoicing procedure and schedule.
8. Provide a description of how and with what frequency your agency will regularly communicate its financial integrity with HWS.

# **Section 3: Submission & Evaluation**

## Bidders Questions

All questions that interested parties may have can be directed to the third-party procurement agent, TPMA, at: **procurement@tpma-inc.com**. Questions must be submitted via email between **January 10, 2022 8AM CST** and **January 21, 2022 5PM CST**. Emails should have a subject line of: *Heartland Workforce Solutions One-Stop Operator Questions.* Responses to questions will be posted by **January 26, 2022 5PM CST** on the TPMA procurement portal website, <https://www.tpma-inc.com/procurement-heartland-workforce-solutions/>, along with other relevant information, including the RFP, attachments, procurement timeline, contact information, etc.

An entity’s failure to submit a complete proposal or to respond in whole to RFP requirements will result in the proposal being deemed non-responsive and thus ineligible for funding. A proposal may also be deemed “non-responsive” if the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP, or the proposal is clearly not within the scope of the project described and required in the RFP. HWS reserves the right to cancel this procurement at any time, for any reason.

## Proposal Instructions

The proposal must be signed by an official authorized to represent and bind the bidding organization. The person signing the proposal should certify that:

* He/she is the person in the bidder’s organization legally responsible for the decision as to the costs being offered in the proposal and that he/she has not participated in any illegal, noncompliant, etc. action(s), or
* He/she has been duly authorized to act as an agent for the persons legally responsible for such decision, and certified that such persons have not participated, and will not participate in any illegal, non-compliant action(s), etc.

The Scope of Work should be completed entirely, should not exceed 15 pages, and be typed in 12-point font, single-spaced, 1” margins on all sides, page numbers, and table of contents. Once completed, interested parties must submit their proposal electronically to TPMA at [**procurement@tpma-inc.com.**](mailto:procurement@tpma-inc.com.) Emails must have a subject line of: *Heartland Workforce Solutions One-Stop Operator Response.* Please have your proposal organized in the following manner for each component:

* Attachment A: Cover Page
* Attachment B: Conflict of Interest Form
* Attachment C: Budget Form & Narrative
* Attachment D: References
* Attachment E: Assurances & Certification
* Attachment F: Certification Regarding Debarment/Suspension
* Attachment G: Certification Regarding Lobbying
* Two (2) Years of Audited Financial History
* Abstract/Executive Summary (1 page maximum)
* Narrative Sections/Scope of Work (20 pages maximum)
* Organizational Chart
* Staff Resumes
* Job Descriptions for Proposed Staff Positions Not Yet Hired (if applicable)
* Additional Attachments as necessary
  + If submitting as consortium, attach a detailed MOU among all consortium partners
  + If subcontractors are included in your proposal, attach a detailed MOU with each subcontractor included in your proposal

Bids that fail to follow this order will risk losing points in their overall score.

## Evaluation and Award

Proposals will be evaluated by TPMA, as the third-party procurement agent, to ensure each submission meets all criteria outlined in this RFP. Submitted proposals must meet the following minimum procurement requirements:

A. The proposal was submitted on or before the closing date and time.

B. The proposing organization is not on a federal or state Debarment List.

C. The proposing organization has been a legal business entity for a minimum of one year prior to

the start of the contract.

D. The proposing organization is fiscally solvent.

E. The person signing the proposal as the submitting organization has the legal authority to do so.

F. The proposing organization agrees to meet all federal, state, and local compliance requirements.

G. The proposing organization has developed a reporting process for participant and fiscal activity.

H. The proposing organization has a satisfactory performance record for previous WIOA-related contracts, if applicable.

I. The proposing organization has accounting and auditing procedures adequate to control property, funds, and assets.

J. The proposing organization has a satisfactory record of integrity, business ethics, and fiscal accountability (a copy of these policies is required).

All proposals received in accordance with the time and content requirements identified in this request for proposals will be evaluated and scored based on the criteria outlined below. The maximum number of points for any proposal can receive is 100. All proposals will be evaluated based on cost-effectiveness in relation to high quality service delivery. Respondents are therefore encouraged to thoroughly describe and justify the proposed costs. An analysis will be conducted to ensure the proposed costs are necessary, fair, and reasonable to determine if the proposed costs are allowable and allocable.

The procurement team will develop and use a scoring matrix that is agreed upon by HWS to evaluate each proposal. Each section of the scoring matrix is worth the following number of points:

|  |  |
| --- | --- |
| Section | Points |
| Experience, Qualifications, and Capacity | 10 |
| Facilities Management | 15 |
| Staffing Plan | 15 |
| Partnerships and Community Engagement | 20 |
| One-Stop Operator Services Model | 15 |
| Data, Performance, & Outcomes | 10 |
| Fiscal Capabilities & Budget | 15 |
| **TOTAL** | **100** |

All items that are mandatory (e.g., inclusion of attachments, financials, etc.) are considered pass/fail. If necessary, TPMA will conduct phone interviews to clarify any concerns or questions.

## Notice of Award

All respondents will be notified by email as to their award status. Unsuccessful respondents who wish to obtain information on the evaluation of their proposal should submit a written request to this effect to Michael Phillips, Manager of Finance, at [mphillips@hws-ne.org](mailto:mphillips@hws-ne.org). Unsuccessful respondents are encouraged to re-apply in subsequent funding cycles.

## Appeals Process

Any organization making application under this RFP has the right to file a grievance. A bidder may file a protest in writing, with the Heartland Workforce Solutions Executive Director, who will then have ten (10) working days in which to reach an informal resolution of the protest. The written appeal must be submitted to Michael Phillips, Manager of Finance, at [mphillips@hws-ne.org](mailto:mphillips@hws-ne.org). Should the protest not be resolved within ten (10) days, the bidder may submit in writing a protest to the Heartland Workforce Solutions Executive Committee. The Executive Committee will then have thirty (30) days to reach a decision. No further appeals will be allowed. This does not prohibit the bidder from seeking resolution through the Nebraska Department of Labor and/or U.S. Department of Labor (USDOL).

## Fiscal Review

TPMA, in coordination with HWS will also conduct a fiscal review of all qualified proposals. We will review proposal budgets, agency audits, and responses to questions related to fiscal operations. HWS reserves the right to review and request further information regarding the respondent’s financial situation, if not sufficiently outlined in the submitted audit(s). HWS reserves the right to assess the risk posed by any recent, current, or potential litigation, court action, investigation, audit, bankruptcy, receivership, financial insolvency, merger, acquisition, or other event that might affect an organization’s ability to operate the requested program.

## Past Program Performance

TPMA may review a respondent’s performance on any previous and/or existing grant agreement(s) as well as check references submitted from other grantors. Achievement of grant agreement outcomes, along with compliance with programmatic and fiscal guidelines and timelines may be evaluated. The review team may perform an in-depth evaluation of all responsive proposals based upon the criteria herein. Prior to its final funding decision, HWS may also: 1) meet with representatives of the responding entity to discuss the proposed program and budget; 2) identify and/or negotiate program or budget changes to the responding entity who must make as a condition of funding; and 3) identify other documentation the entity must provide as a condition of funding; 4) negotiate numbers of adult and dislocated workers to be served.

## Contract Provisions

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

**Contract Costs**– All costs that are approved in a contract must be reasonable and necessary to carryout the planned functions. The costs must be allowable and allocable to the proper grants and costs categories. If the contractor is a public entity or non-profit entity, the contract will not include a provision for profit. Profit margins with individuals and for-profit organizations may be negotiated. Profit margins must be reasonable and cannot be based on a percentage of actual costs. The contract awarded under this RFP is subject to available funding. HWS does not guarantee any minimum or maximum amount of work and/or dollar value associated with this procurement. The specific method of payment for services to be rendered will be set forth in the negotiated contract and will be contingent upon demonstration that the negotiated performance deliverables have been successfully accomplished.

**Contract Renewal and Extension**– The contract that results from this RFP may have a provision forextension. The terms and lengths of any extension will be established by the WDB and will be included in the contract provisions. All extensions must be documented in a modification to the contract. Each extension must be for not more than one year and a maximum of two extensions are permitted. The contract will initially be written for a period of 24 months. Prior to the end of that 24-month period, an evaluation will be made of the performance of the Contractor to determine whether a contract extension may be granted. The performance of the initial contract will be measured from July 1, 2022 through March 30, 2024 and then annually according to the Program Year basis. Based upon that evaluation, an extension may be granted contingent upon established contract performance.

**Early Termination**– The contract that results from this RFP will have provisions for termination of thecontract for failure to satisfactorily perform the tasks that are required. The contract that results from this RFP may also have provisions, which allow the contract parties to cancel the contract at any time by providing advanced notice to other contract parties. The contract will also provide for termination of the contract for lack of funds.

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

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

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

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

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

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

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

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

**De-obligations**– The contract that results from this RFP will contain clauses regarding availability of funds.Those clauses will allow HWS to decrease or eliminate funding to the contractor if funding made available to HWS is not sufficient to allow for full payment of the contract. At the time the contract is written, the actual funding amounts provided to the workforce area may not be available. The contract may be modified prior to or subsequent to the July 1st start date of each contracted period to reflect changes that are necessary due to actual funding amounts received.

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

**EEO Requirements**– The Contractor will be required to comply with certain EEO requirements. No personin the United States shall be, on the grounds of race, color, religion, sex, sexual orientation, national origin, age, handicap, political affiliation, belief, or marital status be excluded from participation in, be denied benefits of, be subject to discrimination under, or be denied employment in the administration or in the connection with any program or activity funded in whole or part with funds made available under the agreement.

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

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

* Applicable Federal Laws and appropriate OMB Circulars
* Laws of the State of Nebraska
* WIOA policies as adopted by the HWS
* Local Laws
* WDB policies and procedures
* U.S. Department of Labor statement 29 CFR 37.20 regarding the non-discrimination and Equal Opportunity provisions of the WIA 1998 as reauthorized in the event of a conflict between such laws and regulations and the terms of this agreement, precedence shall be given to the laws and regulations.

**Reporting**– A monthly One-Stop Operator Narrative Report must accompany any requests for funds to demonstrate justification for payment of request. The items to be reported monthly may include:

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

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

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

**Corrective Action**– This provision will describe notices to the Contractor, corrective action steps,corrective action plans, timeframes, and similar provisions.

**Patent Rights**– This provision will state that if products are produced under this contract to which apatent is granted, the patent rights shall belong to the WIOA Fiscal Agent, the State of Nebraska, and to the U.S. Department of Labor. This provision shall not apply to products produced by the Contractor other than to this contract and which are used in the performance of the work required by this contract.

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

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

## Accessibility and Equal Opportunity

TPMA and HWS are committed to equal access for all customers to all services. All contractors must ensure equal opportunity to all individuals. No individual in the Greater Omaha Local Workforce Development Area shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any Workforce Innovation and Opportunity Act funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation, or belief. All entities are expected to demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This includes ensuring contract staff receive accessibility training and may involve developing accessibility plans. All respondents must ensure all written materials and communications include the statement: “Reasonable accommodations and auxiliary equipment and services are available upon request.”

## Contract Award

The contract will be awarded based on the most responsive bidder whose offer is most advantageous to the HWS in terms of cost, functionality, past performance, and other factors specified in this RFP. The award may be negotiated at the discretion of the HWS or made based on the initial bid/offer received, without discussions or requests for best and final offers.

# **Appendix**

## Local Program Elements & Requirements

### Principles for the Greater Omaha Local Workforce Delivery System

##### Coordinated:

Strategies employed in delivering One-Stop Operator services are coordinated - with partners working collaboratively, sharing information, and aligning policies across programs to ensure efficiency and enhanced access.

* Common intake procedures
* Aligning terminology
* Integrating technology
* Targeted outreach
* Enhancing access to available services
* Improving data sharing and analysis
* Sharing knowledge to facilitate referrals
* Increasing co-enrollment of partner-program participants

##### Proactive

Strategies employed in delivering One-Stop Operator services are proactive - anticipating future problems, needs, and changes.

* Coordinating policy development
* Public sector partnerships

Developing and implementing sector strategies

* Promoting and targeting high wage, high skill, and high demand jobs
* Developing career pathways
* Aligning education, credentialing, and placement
* Expanding work-based learning opportunities
* Planning for the impacts of disruptive technology and innovation
* Increasing school careers and workforce professionals' knowledge and exposure to the job opportunities in Nebraska

##### Responsive & Adaptable

Strategies employed in delivering One-Stop Operator services are responsive and adaptable - continuously improving to meet the changing needs of the local economy and workforce.

* Coordinating funding streams
* Assessing systems collaboratively to ensure continuous improvement
* Coordinating with local and regional areas
* Targeted distribution of available funding streams
* Targeted acquisition of new funding streams and other resources
* Working closely with each WIOA-designated region
* Promoting career readiness
* Continuous improvement of workforce development strategies
* Continued development and dissemination of online resources

##### Committed to Goals Identified in Greater Omaha Local Workforce Development Plan

Strategies employed in delivering One-Stop Operator services will contribute to the same goals as those identified in the Greater Omaha Local Workforce Development Plan.

1. Greater Omaha will enhance coordination between workforce system partners and other key stakeholder at all stages of the workforce development spectrum to ensure jobseekers and businesses are provided highly coordinated and seamless services, reducing duplication of effort, better understanding the needs of employers and workers, and maximizing the resources available to the state's workforce partners.
2. Greater Omaha will increase workforce participation by expanding access, support and service to assessment, education, training, employment services and other forms of assistance that prepare Veterans, low-income individuals, English Language Learners, single parents, farmworkers, in-school and out-of-school youth, the unemployed and other disadvantaged populations for rewarding careers within the regional area.
3. Greater Omaha will enhance employer engagement between secondary and postsecondary education institutions and training programs to better meet employers' workforce needs through industry-driven strategies. These strategies will incorporate the proactive use of available workforce and industry data to help determine future industry needs, potential workforce disruptions, and to ensure the availability of a skilled workforce to drive growth within the state's high-wage, high-skill and high-demand industries and occupations.
4. Greater Omaha will promote self-sufficiency among disadvantaged populations by eliminating barriers to employment and providing coordinated services that lead to family sustaining employment

### One-Stop System Partners

As the One-Stop Operator (OSO), the successful proposer will be responsible for the coordination of the activities and partners of the American Job Center / One-Stop System. The following are the partners involved in the administration of WIOA and the Local Workforce Development Board American Job Center:

1. Chief Elected Official (CEO) who oversees the local workforce development system and represents the local governing authority.
2. Heartland Workforce Solutions, the local Workforce Development Board (WDB) designated to work in partnership with the CEO and to establish policies for oversight of the workforce development system.
3. OSO is responsible for the coordination of the activities and partners at the American Job Center (AJC).

Through the American Job Center, the OSO will act as a “functional leader”. As such they will have the responsibility to organize and coordinate partner staff, as well as to optimize and streamline service delivery efforts. The tables below describe the Required and Optional Partners of the American Job Center.

*One-Stop Partners and Authorizing Legislation*

|  |  |
| --- | --- |
| Local Area Program | Associated Partner(s) |
| Adult Education and Family Literacy Act | Nebraska Department of Education  Metropolitan Community College (MCC) |
| Postsecondary & Technical Education | Metropolitan Community College (MCC) |
| Housing and Urban Development (HUD) Employment and Training Programs | Omaha Housing Authority |
| Community Services Block Grant | Eastern Nebraska Community Action Partnership (ENCAP) |
| Jobs for Veterans State Grants | Nebraska Department of Labor |
| Migrant and Seasonal Farmworker Programs | Proteus, Inc. |
| Native American Programs | Ponca Tribe |
| Programs authorized under Nebraska’s Unemployment Compensation Law | Nebraska Department of Labor |
| Senior Community Service Employment Program | National Able |
| Trade Adjustment Assistance | Nebraska Department of Labor |
| Wagner-Peyser Act Employment Service | Nebraska Department of Labor |
| Temporary Assistance for Needy Families (TANF) | Nebraska Department of Health and Human Services  Equus Workforce Solutions |
| YouthBuild | Goodwill Industries |
| Job Corps | Job Corps |
| Small Business Administration | Greater Omaha Chamber of Commerce |
| Supplemental Nutrition Assistance Program | Nebraska Department of Health and Human Services |
| Providing Realistic On-ramps to Technology Occupations (PROTO) | Metropolitan Community College (MCC) |
| Career Readiness to Eliminate Disparities (CRED) | Heartland Workforce Solutions, Inc. |
| Vocational Rehabilitation Programs | Nebraska Department of Education - Nebraska VR  Nebraska Commission for Blind and Visually Impaired |

## Attachment A: Cover Sheet

Please complete this **mandatory** cover sheet accordingly.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Organization Name |  | | | | | | |
| Address |  | | | | | | |
| Phone Number |  | | | | | | |
| Number of Years in Business |  | | | | | | |
| FEIN # |  | | | | | | |
| DUNS # |  | | | | | | |
| Acknowledgement that Proposing Entity is up to date on taxes and not currently debarred or suspended. | | |  | | **YES** |  | **NO** |
| Acknowledgment that the HWS reserves the right to review and request further information regarding the respondent’s financial situation, if not sufficiently outlined in the submitted audit(s). | | |  | | **YES** |  | **NO** |
| Type of Organization  (check all that apply) |  | Higher Education |  | Private | | | |
|  | Community-Based Org. |  | Business Organization | | | |
|  | Government Agency |  | Other (explain) | | | |
|  | Labor Organization | |
|  | Non-Profit | |
|  | Employment Service State Agency (Wagner-Peyser) | | | | | |
| Contact Person |  | | | | | | |
| Contact Person’s Email Address |  | | | | | | |
| Signatory Authority Signature |  | | | | | | |

**Proposed Budget Amount for One-Stop Operator**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ One-Stop Operator Budget

## Attachment B: Conflict of Interest Form

By submitting a proposal, the authorized signatory authority of the bidding entity certifies to his/her knowledge and belief that there is no conflict of interest (real or apparent) inherent in the bid or in delivering the scope of work if the HWS awards a contract. A conflict of interest would arise if any individual involved in the preparation of this proposal and delivery of services has a financial or other interest or would be likely to gain financially or personally from the award of a contract. The same would hold true for any member of the individual’s family, partner, or an organization employing or about to employ any of the above as a direct result of the successful award of a contract under the RFP. HWS reserves the right to disqualify a bidding entity should a conflict of interest be discovered during the solicitation process.

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

Signatory Authority Name Title Signature Date

*Note: This form is a* ***mandatory*** *required document to be considered for either component. Bidders should only complete this form once per entry.*

Attachment C: Budget

Please complete the **mandatory** budget form and narrative explanation below for **One-Stop Operator**.

|  |  |
| --- | --- |
| **Line Item** | **Budget Amount**  **(1-Year Contract Period)** |
| Personnel (Wages/Staff) | $ |
| Fringe Benefits | $ |
| Travel | $ |
| Equipment | $ |
| Supplies | $ |
| Communications (including Copying/Printing) | $ |
| Other | $ |
| **Subtotal Program** | $ |
| Administrative Indirect | $ |
| **TOTAL BUDGET REQUEST** | $ |

**Budget Narrative:** Please provide a detailed explanation for each allowable budget line item to justify the cost. Examples of explanations include job titles, wage rate, hours worked/charged, types of benefits and rates, estimated mileage/visits to locations, office and other supplies, and agency program operation or program costs. No travel expenses may be claimed for commute to/from “official station.” Travel expenses may be claimed from the official station. Nebraska State Mileage Rate is $0.56

Attach the Budget Narrative indicating all operating expenses in the listed categories. Each budget category requires an additional line-item detail that addresses the method of calculation and justification for the expense. Therefore, the Respondent shall develop and include a line-item budget to meet the intent and requirements of the program, to ensure the successful implementation of the program, and to show that the program is cost-effective. The Respondent should prepare a realistic and prudent budget avoiding unnecessary or unusual expenditures that would detract from the accomplishment of the objectives and activities of the program.

**All funding of this RFP is contingent upon HWS and/or partner agreements having fund availability and may change based on increase/decrease in allocations, de-obligation of funds, new initiatives, and decisions of the HWS. Due to the nature of the HWS’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 proposed.**

Attachment D: References – Bidders are **required** to provide three letters of references who can verify their experience, along with a contact phone number or email. References should be for experience in the past 5 years.

**Reference #1** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Reference #2** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Reference #3** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

List the agency contact information for all current contracts or contracts for the past 3 years. Do not duplicate those listed as references.

Attachment E: Assurances & Certification

The undersigned party acknowledges and assures that (Provider Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and all its employees responsible for providing the services for which it has applied will abide and comply fully with all state, federal, and local, laws, ordinances, rules, regulations and/or executive orders, including but not limited to provisions of the laws listed below:

* Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
* Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin in programs or activities that receive federal financial assistance;
* Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination on the bases of race, color and national origin;
* Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
* The Americans with Disabilities Act, as amended, which prohibits discrimination on the basis of disability;
* The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
* Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
* Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.52.20
* 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the operation of the WIOA Title I-financially assisted program or activity, and to all agreements the contractor makes to carry out the WIOA Title I- financially assisted program or activity. The undersigned understands that the United States has the right to seek judicial enforcement of this assurance.

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Name of Applicant Organization

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

Signature of Certifying Official Date

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Name and Title of Authorized Representative

Attachment F: Certification Regarding Debarment/Suspension

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

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

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

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Name of Applicant Organization

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Signature of Certifying Official Date

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Name and Title of Authorized Representative

Attachment G: Certification Regarding Lobbying

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

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

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

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Name of Applicant Organization

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Signature of Certifying Official Date

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Name and Title of Authorized Representative

1. <https://hws-ne.org/wp-content/uploads/2021/04/GREATER-OMAHA_LOCAL_PLAN_Updated-4.1.2021-Final.pdf> [↑](#footnote-ref-2)
2. Cited in US Department of Labor, Employment and Training Administration, Training Employment and Guidance Letter (TEGL) WIOA No. 15-16, Competitive Selection of One-Stop Operators, released January 17, 2017. This TEGL provides significant background information on the selection process and roles and responsibilities of the One-Stop Operator within the WIOA system. Applicants are strongly encouraged to become familiar with the content of this document. [↑](#footnote-ref-3)
3. <https://dol.nebraska.gov/EmploymentAndTraining/LCRWP/WIOA/Policies> [↑](#footnote-ref-4)
4. One-stop Operator Competitive Selection Policy, Nebraska Department of Labor (June 6, 2017), pp. 3-4. [↑](#footnote-ref-5)
5. TEGL 15-16 [↑](#footnote-ref-6)
6. One-stop Operator Competitive Selection Policy, Nebraska Department of Labor (June 6, 2017), p. 5. [↑](#footnote-ref-7)
7. Youth Program, Change 1: <https://dol.nebraska.gov/webdocs/getfile/fcdffa41-59b3-4734-9e21-611a11726876> [↑](#footnote-ref-8)
8. <https://dol.nebraska.gov/EmploymentAndTraining/LCRWP/WIOA/Policies> [↑](#footnote-ref-9)
9. 20 CFR § 678.310(a) [↑](#footnote-ref-10)
10. 20 CFR § 678.305(a) [↑](#footnote-ref-11)
11. 20 CFR § 678.305(d)(3)(i) – (ii) [↑](#footnote-ref-12)
12. 20 CFR § 678.320 [↑](#footnote-ref-13)