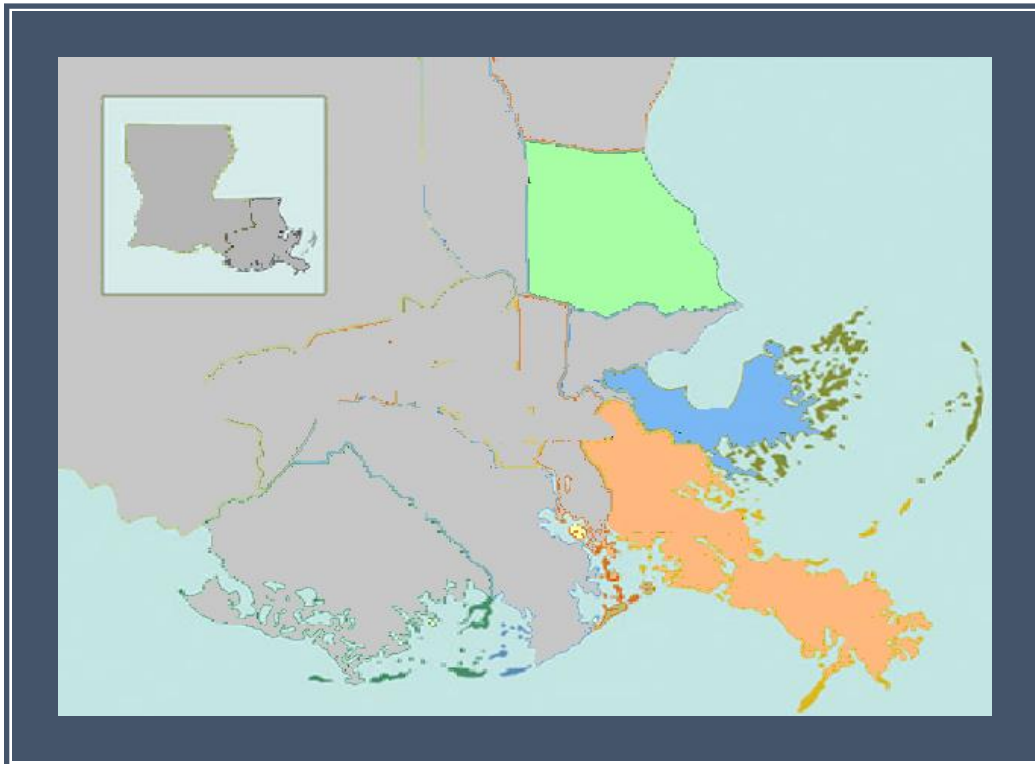




## **REQUEST FOR PROPOSALS (RFP)**

### **WIOA ONE-STOP OPERATOR SERVICES**

For the  
First Planning District Workforce Development Board  
of  
Plaquemines, St. Bernard and St. Tammany Parishes  
(in Southeast Louisiana)





Request For Proposals

## WIOA One-Stop Operator Services

To provide One-Stop System Operator services for the partner agencies in the tri-parish area

**RFP: FPD 2021-001**

As provided under the  
Workforce Innovation and Opportunity Act (WIOA)  
Public Law 113-128

**RFP Release Date: Monday, February 22nd, 2021**

**Intent to Apply Notice Due Date: Friday, March 26th, 2021**

**Proposal Due Date: Friday, April 9th, 2021**

Contract Period: July 1, 2021 through June 30, 2022  
(Extension based on Performance)

The entire RFP is located on the First Planning District Workforce Development Board website at

[www.triparishworks.net](http://www.triparishworks.net)

Contact: Mrs. Melissa Kirsch, Executive Director  
First Planning District Workforce Development Board  
317 North Jefferson, Room 214  
Covington, Louisiana 70433  
985-875-9275  
[Firstplanning@bellsouth.net](mailto:Firstplanning@bellsouth.net)



## Table of Contents

I.	Introduction, Purpose, and Background.....	4
	A. Introduction.....	4
	B. Purpose.....	5
	C. Background.....	5
II.	Scope of Work.....	6
	A. One-Stop Operator Roles and Responsibilities.....	6
	B. Budget.....	7
III.	General Terms and Conditions.....	8
	A. Method of Solicitation.....	8
	B. Qualifications.....	8
	C. Eligible Respondents.....	8
	D. Contract Term and Amount.....	9
	E. Contract Type.....	10
	F. Termination due to Non-Availability of Funds.....	10
	G. Questions and Requests for Clarification.....	10
	H. Right To Cancel.....	11
	I. Other Procurement Requirements.....	11
IV.	Proposal Timeline and Guidelines.....	12
	A. Procurement Timeline.....	12
	B. Proposal Instructions and Outline.....	12
V.	Evaluation, Selection and Award Process.....	15
	A. Evaluation Process.....	15
	B. Selection.....	16
	C. Contract Award.....	16
	D. Appeal Process.....	17
VI.	Conditions Applicable to all Proposals.....	17
VII.	Contract Provisions.....	18

## SECTION I. INTRODUCTION, PURPOSE AND BACKGROUND

### A. INTRODUCTION

The First Planning District Workforce Development Board (FPD WDB) is one of fifteen (15) Workforce Development Boards in Louisiana designated by the Governor under the Workforce Innovation and Opportunity Act (WIOA). For the purposes of this Request for Proposal (RFP), the First Planning District Workforce Development Board will be referred to as FPD WDB.

The FPD WDB serves the workforce needs of Plaquemines, St. Bernard and St. Tammany parishes, which together comprise the eastern part of the greater New Orleans region starting north of Lake Pontchartrain and extending out into the Gulf of Mexico. The FPD WDB is dedicated to identifying and promoting workforce development strategies that positively impact the economic wellbeing of the tri-parish area. The Board serves as a strategic leader and convener of employers, workforce professionals, education providers, economic development agencies and other stakeholders to drive innovation and build workforce alliances that can provide services to meet the needs of businesses. The Board is also the Quality Assurance Agent for public funds ensuring the public workforce system is demand-driven, efficient and effective, and is of value and has impact in our local communities.

**Our Vision** is sustainable employment through strategic human capital investments producing positive economic returns for our businesses and our communities.

#### **Our Strategic Priorities**

- ▶ Creating and fostering business partnerships that bring the best return on investment back to the tri-parish area
- ▶ Building sound partnerships to collaborate with employment, education and economic development efforts to ensure economic vitality to the region
- ▶ Creating an efficient and effective platform for servicing businesses, job seekers and the hardest to serve populations
- ▶ Building the best infrastructure to exceed the demand and needs of business/industry, job seekers and partners within the region

The FPD WDB has designated the **Tri-Parish Works Career Centers** (also known as American Job Centers) as its primary service provider in the local area. These Centers offer all career services for WIOA adult, dislocated worker, youth and discretionary grant programs as outlined in the WIOA law. These centers are co-located with Wagner Peyser, Veterans Employment programs and Louisiana Rehabilitation Services (LRS) and physically located in St. Tammany, St. Bernard and Plaquemines parishes. Efforts are being made currently to include other mandated partners within the center operations.

Under the leadership of the Workforce Board, the Tri-Parish Works Centers are charged with assisting employers in recruiting and retaining employees, and helping individuals learn high-demand skills, find employment and progress their career opportunities.

Job seekers and employers have access to numerous workforce services through these centers which include, but are not limited to the following:



**Job Seeker Services:**

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

**Business Services:**

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

This Request for Proposal was prepared based upon the WIOA and associated U.S. Department of Labor Regulations and guidance. This federal law was implemented to consolidate, coordinate, and improve employment, training, literacy and vocational rehabilitation programs in the United States. WIOA provides the framework for a national workforce preparation system that is flexible, responsive, customer-focused, and locally managed. Mandatory core partners include: WIOA Adult, Dislocated Worker, and Youth Programs, as well as Wagner Peyser, Adult Education and Literacy, and Vocational Rehabilitation.

Required Program Partners must participate in a Memorandum of Understanding (MOU) process and provide coordinated services with the comprehensive American Job Center. Required Program Partners include the four Core partners listed above, as well as Career and Technical Education (Community & Technical Colleges), Title V Older Americans, Job Corps, Native American Programs, Migrant Seasonal Farmworkers Program, Veterans, Trade Act, Community Services Block Grant (CSBG), Housing and Urban Development (HUD), Unemployment Compensation, Second Chance Act, and Temporary Assistance To Needy Families grant. In the event any of the required partners do not have funding in the tri-parish area, their participation is waived.

**B. PURPOSE**

The purpose of this RFP is to procure one (1) Contractor to serve as the One-Stop System Operator for the FPD WDB. The primary role of the One-Stop System Operator is to coordinate the service delivery of core and required partners and other community partners working with the comprehensive and affiliate American Job Centers. Refer to Section II, Scope of Work for specific roles and responsibilities of the One-Stop Operator.

Respondents are strongly encouraged to read Training and Employment Guidance Letter 04-15 issued by the U.S. Department of Labor that outlines the vision for the One-Stop System under WIOA.

**C. BACKGROUND**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014, passed by Congress with a wide bipartisan majority. WIOA replaced the Workforce Investment Act (WIA) of 1998 and more strongly promotes program coordination and alignment of key employment, education and training programs at the Federal, State, local and regional levels.

Every year, the key programs forming the pillars of WIOA help tens of millions of jobseekers and workers to connect to good jobs and acquire the skills and credentials needed to obtain them, and it connects employers with skilled workers needed for global economic competition. The enactment of WIOA provided an opportunity for reforms to ensure the entire One-Stop Delivery System is job driven, responding to the needs of employers, and preparing workers for jobs that are available now and in the future.



The successful respondent to this RFP will be expected to remain informed on WIOA regulations and requirements as it pertains to the role of the One-Stop Operator. Both WIOA and the regulations can be accessed on the Department of Labor's site ([www.doleta.gov](http://www.doleta.gov)).

WIOA was built around the following key principles:

- ▶ Increase access and opportunity, particularly for those individuals with barriers to employment, to ensure success in the labor market
- ▶ Support the alignment of workforce investment, education, and economic development systems in the creation of a comprehensive, accessible, and high-quality workforce development system
- ▶ Promote improvement in the structure and delivery of services to better address the employment and skill needs of workers, jobseekers, and employers
- ▶ Increase the prosperity of workers, jobseekers, and employers
- ▶ Provide workforce investment activities, through local workforce development systems, that increase the employment, retention and earnings of participants, and increase attainment of recognized postsecondary credentials by participants

The FPD WDB was required to submit a local and regional plan to the State of Louisiana which outlines the goals, strategies and objectives for 2020 through 2024 for providing access and resources of the workforce development system to our citizens. These Plans may be found on the FPD WDB website at [www.triparishworks.net](http://www.triparishworks.net).

## **SECTION II. SCOPE OF WORK**

### **A. ONE-STOP OPERATOR ROLES & RESPONSIBILITIES**

The One-Stop Operator will coordinate the service delivery of core and required partners and other community partners working with the comprehensive and affiliate Tri-Parish Works Centers. The WIOA MOU serves the key purpose of defining partner roles and focuses, in part, on the shaping of the workforce system. This includes the sharing of resources, referral agreements, etc. In the end, the overall goal is to ensure efficiency and effectiveness within the tri-parish area.

#### Responsibilities

- Establish and maintain key relationships with workforce partners
- Develop an in-depth understanding of the partner programs, services and performance requirements
- Coordinate regular Partner meetings, including identifying and scheduling guest speakers, creating the agenda, communicating effectively to maintain partner participation, lead the meetings with a goal toward consensus building, complete tasks assigned at meetings, and/or follow up as necessary
- Plan and ensure cross training of staff for core and required partner programs, on a variety of topics as identified by partners, develop and distribute desk aids/asset map and update as necessary, maintain master staff contact lists
- Assist the Board in ensuring all partners are fulfilling responsibilities as outlined in the MOU
- Implement strategies to improve information sharing among partner programs
- Recommend and assist in initiating strategies to increase partner referrals and co-enrollments
- Assist partners in coordination efforts, including streamlining services, resource leveraging and minimizing duplication of efforts



- Serve as a “Point of Contact” to facilitate communication amongst partner agencies
- Create Quarterly newsletter for distribution to partners, including collection of relevant information, development of the newsletter, maintenance of the recipient list and distribution
- Identify and share best practices or research related topics as determined by partners

#### Service Model

The provider selected under this RFP will be expected to assist the FPD WDB in continuing to develop and enhance the workforce development system of the tri-parish area by focusing on a fully coordinated and integrated customer service strategy. The focus of services will be driven by four (4) key points:

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

This comprehensive services model is designed to be an innovative and coordinated approach that focuses on a fully integrated service delivery strategy among the network of partners to ensure customers flow seamlessly along a continuum of services. It combines WIOA core partners and other required stakeholders, providing services with a collective impact approach that enhances the customer experience and helps them discover appropriate and meaningful services at single locations. The One-Stop Operator will be expected to work with the partner agencies to assist in attaining this holistic approach to customer service.

#### **B. BUDGET**

Proposals must include a budget detailing all costs related to One-Stop Operator services. Based on responsibilities assigned to the One-Stop Operator, it has been determined that all costs are program costs. In the event a proposal is submitted on behalf of/by a consortium, the budget must clearly show how any proposed shared costs of the One-Stop Operator will be funded. All proposals must include a lead staff person and associated expenses including wages, benefits and other costs. Staffing costs should consider the percentage of time an individual will spend on One-Stop Operator responsibilities. It is anticipated that approximately 10 to 15 hours a week (on average) would be needed to successfully meet requested needs.

Proposers should include costs such as, but not limited to:

- staff salaries
- staff fringe benefits
- staff travel and training
- Insurance
- Supplies
- Equipment
- Contract Management



## SECTION III. GENERAL TERMS AND CONDITIONS

### A. Method of Solicitation

This Request for Proposal is a competitive solicitation method being used by the FPD WDB to maximize the likelihood of selecting a high performing, extremely competent provider of workforce development services.

Notice of the RFP is being published in major newspapers in the local area and will also be distributed via email to relevant organization and potential responders. Upon its release, the RFP and all accompanying attachments, will be posted on the FPD WDB website at [www.triparishworks.net](http://www.triparishworks.net).

### B. Qualifications

To meet the WIOA requirements, the FPD WDB is seeking an entity which will fulfill the role of a coordinator among the One-Stop Partners. Entities submitting a response to this RFP must be capable of carrying out the duties as described in section II of this RFP. The entity selected to serve as the operator should:

- be able to identify and provide a single staff person that can be identified as and will fulfill the role of the One-Stop Operator and who can be held responsible for accomplishing the deliverables. Staff should have a bachelor's degree or higher in Human Services, Communications, Project Management, Business Operations or a related field.
- preferred experience in public relations
- preferred experience in bringing groups together and facilitating agency interactions where the goals and objectives may be similar, but do not directly align

### C. Eligible Respondents

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

- an institution of higher education;
- an employment service State agency established under the Wagner Peyser Act (29 U.S.C. 49 et seq.) on behalf of the local office of the agency;
- a community-based organization, nonprofit organization or intermediary;
- A private for-profit entity;
- a government agency; and
- another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization.

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





To be eligible, Respondents must be authorized to do business in Louisiana and must have been in business for at least two (2) years prior to the submission of the proposal. Minority and women-owned and operated businesses are encouraged to submit a proposal.

No provider or entity may compete for funds if:

- The individual or entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental organization;
- The individual or entity's previous contract(s) with the FPD WDB had been terminated for cause;
- The individual or entity has not complied with an official order to repay disallowed costs incurred during its conduct of services under any contract;
- The individual or entity has been convicted of a public entity crime pursuant to Louisiana or other state statutes;
- The individual or entity developed or drafted work requirements, or statements of work for this RFP.

#### **D. Contract Term and Amount**

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

The expected contract term under this solicitation will be from July 1st, 2021 through June 30th, 2022, provided measurable outcomes are successfully achieved and sufficient funds for the contract term remain available. FPD WDB will have the option to renew the contract for up to three (3) additional one-year periods contingent upon successful performance and with Board approval as follows:

- Optional Renewal One – July 1, 2022 through June 30, 2023
- Optional Renewal Two – July 1, 2023 through June 30, 2024
- Optional Renewal Three – July 1, 2024 through June 30, 2025

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.

An estimated total of no more than \$60,000 for the period of July 2021 through June 2022 in WIOA Title I funding will be available for One-Stop Operator services.

Note: This amount is provided as a planning figure only and does not commit the FPD WDB to award a contract for this amount. All proposals will be evaluated on the basis of obtaining the most cost-effective price possible while achieving the highest quality service delivery. Respondents are encouraged to submit their best offer for providing the services solicited and to thoroughly describe and justify the costs. A cost price analysis will be conducted to ensure that the proposed costs are necessary, fair, and reasonable. Funding during the contract period may be adjusted due to changes in WIOA Title I funding received.

## **E. Contract Type**

The FPD WDB contemplates payment under a cost-reimbursement basis, including performance-based provisions that will be based upon actual costs and performance delivery outcomes. The expected performance delivery outcomes may be linked to quality assurance, customer and partner engagement, and other criteria as determined and negotiated between the Board and the contractor.

For the purposes of responding to this RFP, Respondents should develop a line-item budget showing all expected costs associated with delivering the proposed services.

The successful respondent to this RFP may be expected to participate in contract negotiations to establish the exact services to be provided and the costs of those services if a proposal needs clarification. The final negotiated proposal narrative and budget schedule will constitute the Statement of Work for the contract.

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

## **F. Termination due to Non-Availability of Funds**

Should a contract be awarded based on this RFP, the FPD WDB notwithstanding anything in the signed Agreement to the contrary, and subject to limitations, conditions, and procedures set forth below, the FPD WDB, through its designated fiscal agent, shall have the right to terminate the Agreement without penalty by giving sixty (60) days written notice to the winning respondent as a result of any of the following:

- ▶ U.S. Congress fails to appropriate funds sufficient to allow the FPD WDB to operate as required to fulfill its obligations under an Agreement
- ▶ If funds are de-appropriated or not allocated

## **G. Questions and Requests for Clarification**

All questions/requests for clarification must be submitted and received in writing via email by 4:00 p.m. on March 22, 2021 to:

Melissa Kirsch, Executive Director  
[firstplanning@bellsouth.net](mailto:firstplanning@bellsouth.net)

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



All written questions/requests for clarification that are accepted by FPD WDB will be posted to the FPD WDB website by March 24, 2021 at [www.triparishworks.net](http://www.triparishworks.net).

Contact with anyone for purposes of influencing the outcome of the procurement will result in disqualification of the prospective Respondent from this competitive procurement process.

## **H. Right To Cancel**

The FPD WDB reserves the right to delay, amend, reissue, or cancel, all or any part of this RFP at any time without prior notice. FPD WDB also reserves the right to modify the RFP process and timeline as deemed necessary. Subject to guidance being issued by US Department of Labor and/or Louisiana Workforce Commission, this RFP and/or any subsequent sub-awards will be modified to ensure compliance.

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

## **I. Other Procurement Requirements**

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

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

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

Pre-contract costs and costs of preparing the proposal are not allowable costs and cannot be included in the proposal budget nor in any resulting contract budget.

Respondents should be aware funding for WIOA programs is always subject to availability and other conditions. Funding for future periods may be changed significantly if appropriations for WIOA programs change or if demographics change within the State or local workforce area.

## SECTION IV. PROPOSAL TIMELINE AND GUIDELINES

### A. PROCUREMENT TIMELINE

Critical Date	Time	Procurement Action
<b>February 22, 2021</b>	n/a	RFP issued by FPD WDB
<b>March 22, 2021</b>	4:00 p.m.	Deadline for questions/requests for clarifications
<b>March 24, 2021</b>	5:00 p.m.	Answers to questions posted at <a href="http://www.triparishworks.net">www.triparishworks.net</a>
<b>March 26, 2021</b>	4:00 p.m.	Deadline for Letter of Intent to Propose
<b>April 9, 2021</b>	4:00 p.m.	Deadline for Proposal Submittal
<b>May 26, 2021</b>	n/a	Workforce Board approval (tentative)
<b>June 18, 2021</b>	n/a	Target date for contract execution

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

Potential Respondents wishing to submit a proposal must submit a non-binding Letter of Intent to Propose to the FPD WDB at [firstplanning@bellsouth.net](mailto:firstplanning@bellsouth.net) by 4:00 p.m. on March 26, 2021. This notification must include the organization's primary contact with title and email address. All organizations must be identified if applying as a consortium.

### B. PROPOSAL INSTRUCTIONS AND OUTLINE

#### 1. Responsive Proposals

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

- a.) One (1) signed original and one (1) electronic copy (in pdf format) of the proposal should be submitted. The original **MUST** be submitted in a sealed envelope with the **proposer's name** and the words "**Proposal for One-Stop Operator Services**" written on the exterior of the envelope. The proposal must be delivered to: FPD WDB, 317 North Jefferson Avenue, Room 214, Covington, LA 70433.
- b.) When completed, the proposal must contain the following elements:
  - Cover page
  - Narrative sections with numbered pages (described in the application packet)
  - Budget forms
  - Certification and Signature section
  - Required Attachments
  - Use 12 point font
- c.) Proposals are limited to 14 pages. Attachments and required forms are not included in this page count. Each section of the narrative must be clearly identifiable.

- d.) Proposal packet must be presented in the same order as set forth in these instructions.
- e.) The original proposal must be manually signed in blue ink by an official authorized to represent and bind the proposing agency.
- f.) Respondents must demonstrate a general understanding of the services solicited by this RFP and the ability to effectively and efficiently manage and deliver those requested services.
- g.) The completed proposal must be submitted to the location and within the time limits as shown in the RFP package.
- h.) An Electronic proposal packet (PDF format) is available for download at [www.triparishworks.net](http://www.triparishworks.net).
- i.) Submitting a proposal will constitute a legal, binding offer for a period of not less than 90 days from the date of submitting the proposal.
- j.) All proposals, once received, become the property of the FPD WDB and will be a matter of public record.
- k.) Please note the established deadline for receipt of proposals is **Friday, April 9<sup>th</sup>, 2021 at 4:00 pm.**

## 2. Proposal Outline and Format

### a.) Cover Page

Complete the requested information on the Cover Page Form (Attachment A)  
Not included as part of the page count

### b.) Proposal Narrative

- i. Experience and Qualifications including Organizational Capacity (4 page maximum)
  - Describe your organization's experience and/or qualifications to serve as the One-Stop Operator as outlined in the Scope of Work. (Site an example of history of demonstrated effectiveness as evidence of capabilities to fulfill this role.)
  - Describe any experience you have related to WIOA or other Federal or State programs and legislation.
  - Describe your experience in delivering similar programs and services, including any relevant data. An organizational chart which includes the One-Stop Operator function must be included in the proposal as an attachment.  
(Maximum of 20 points)
- ii. Service Strategy for One-Stop Operator Role (10 page maximum)  
Outline strategies for how you intend to carry out the tasks described in the scope of Work.

- Explain proposer’s understanding of the term “coordinate among the one-stop partner programs.”
  - Describe any experience with bringing groups together and facilitating agency interactions where the goals and objectives may be similar, but do not directly align.
  - Describe strategies on how you would coordinate core partner meetings.
  - Describe relationship building activities proposer plans to implement that will assist in the integration of partner programs.
  - Describe how you would approach cross-training activities of partner staff.
  - Describe the strategies you would suggest and implement to improve information sharing among partner programs.
  - Describe strategies to increase partner referrals and co-enrollments.
  - Describe proposer’s activities during the first ninety days following contract execution.
  - Describe the qualifications of the individual who will serve as the one-stop operator.
  - Describe what success would look like for the one-stop operator.
- (Maximum of 50 points)

iii. Budget (Not included as part of the page count)

Complete the requested information on the Budget Form (Attachment B) and include it as the next page after the narrative pages referenced in “2a” and “2b” above. The budget should be presented for an annual timeframe from July 1, 2021 through June 30, 2022.

Respondents should be aware that the contract issued will be a cost reimbursement contract. The contractor will be required to submit an invoice accompanied by the appropriate documentation in order to receive reimbursement for costs. This may include copies of paid invoices, check registers, payroll and benefit records, and similar documents.

(Maximum of 30 points)

iv. Budget Narrative (2 page maximum) (Not included as part of the page count)

Provide a budget narrative that justifies each proposed expense included on the budget form in terms of being necessary, allowable and reasonable. Describe how you will financially support the costs of doing business until an invoice can be submitted and paid by the FPD WDB. No advance payment will be made. Indirect costs can only be charged to the contract if the Respondent has an approved indirect cost plan in place.

v. Mandatory Additional Attachments (Not included in the page count)

- Assurances and Certifications (Attachment C)
- Certification Regarding Debarment/Suspension (Attachment D)
- Proposer’s Organizational Chart (Attachment E)
- Resume for Staff providing services (if known) or Job Description (Attachment F)



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

**A. Evaluation Process**

Proposals selected for review will be evaluated according to criteria set forth in this proposal package. Proposals will be evaluated by a committee of both board members and individuals with workforce development experience. The evaluation committee will make recommendations to the full Board. Prospective providers may be invited to make oral presentation and/or explain their proposals.

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

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

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

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

Evaluation Criteria

The following criteria will be used to evaluate all proposals. The evaluators will award some, all, or none of the points that are shown for each evaluation item. The total maximum points that can be awarded are 115 (excluding bonus category).

Evaluation Item	Range	Maximum Points
<b>Experience/Qualifications of the Proposed One-Stop Operator</b>	0 – 20	20
<b>Service Strategy for One-Stop Operator Role</b>	0 – 50	50
<b>Budget</b>	0 – 30	30
<b>Totals</b>	0 – 100	100
<b>Minority, Veteran or Women-Owned Business Credit</b>	+5	5
<b>In-Kind and/or Leveraged Resources (not required)</b>	+0 -- 10	10



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

## **B. Selection**

The FPD WDB will make the final decision on the award of a contract, based on consideration of the recommendation made by the evaluation committee and in concurrence with the Chief Elected Official of the tri-parish area. Each proposer will be notified of the outcome of their proposal. This notice will be provided when the final decision has been made regarding award of a contract. This notice will be provided to each proposer within three (3) working days of the award of a contract and may be provided via email, fax, or by regular mail.

The selected respondent must possess the demonstrated ability to perform successfully under the terms and conditions of a proposed contract prior to the contract being executed. Determinations of demonstrated performance shall take into consideration such matters as to whether the respondent has:

- Adequate financial resources or the ability to obtain them
- Ability to meet the RFP design specifications at a reasonable cost, as well as the ability to meet performance goals
- Satisfactory record of past performance in delivering the proposed or similar services
- Ability to prioritize and provide services and/or a program that can meet the need identified
- Satisfactory record of integrity, business ethics and fiscal responsibility
- Necessary organization, accounting and operational controls
- Technical skills to perform the work
- Alignment with FPD WDB's mission, vision, and value

## **C. Contract Award**

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

Final award of a contract will be contingent upon:

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



## D. Appeal Procedure

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

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

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

- 2) In the event the Executive Director's response is not satisfactory to the Respondent, an appeal to the FPD WDB Executive Committee may be requested. The request must be addressed in writing within 15 days from receipt of response from FPD WDB to:

First Planning District Workforce Development Board  
Attention: Board Chair  
317 North Jefferson Avenue, Room 214  
Covington, Louisiana 70433

The appeal will be heard at a time set by the Chair of the Board after consultation with legal counsel, as appropriate.

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

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

Further, FPD WDB reserves the right to:

1. Accept or reject any or all proposals in whole or in part, which it considers to be in its best interest. No guarantees, expressed or implied, are made by FPD WDB or its agents as to the availability of funds.
2. Change or waive any provisions set forth in this RFP.
3. Reject non-conforming proposals without review.
4. Waive informalities and minor irregularities in proposals received.
5. Negotiate any and all proposed terms, conditions, costs, staffing level, services/activities mix, and all other specifics.

6. Request additional data, technical or price revisions, or oral presentations in support of the written proposal.
7. Conduct a pre-award review that may include, but is not limited to a review of the Respondent's record keeping procedures, management systems, accounting and administrative systems.
8. Change specifications and modify contracts as necessary to: (a) facilitate compliance with the legislation, regulations and policy directives, (b) manage funding, and (c) meet the needs of the customers.
9. End contract negotiations if acceptable progress, as determined by FPD WDB, is not being made within a reasonable time frame.

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

- a. The fees or costs in the proposal have been arrived at independently without consultation, communication, or agreement with any other Respondent, or with any competitor for the purpose of restricting competition, as to any matter relating to such fees; and
- b. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit a proposal for the purpose of limiting or restricting competition.

Each person signing the proposal certifies that:

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

No proposal will be considered if:

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

## **SECTION VII. CONTRACT PROVISIONS**

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

**Contract Costs** – All costs that are approved in a contract must be reasonable and necessary to carry out the planned functions. The costs must be allowable and allocable to the proper grants and costs categories. If the contractor is a public entity or non-profit entity, the contract will not include a provision



for profit. Profit margins with individuals and for-profit organizations may be negotiated. Profit margins must be reasonable and cannot be based on a percentage of actual costs.

The contract awarded under this RFP is subject to available funding. The FPD WDB does not guarantee any minimum or maximum amount of work and/or dollar value associated with this procurement. The specific method of payment for services to be rendered will be set for 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 for extension. The terms and lengths of any extension will be established by the FPD WDB and will be included in the contract provisions. All extensions must be documented in a modification to the contract. Each extension must be for not more than one year and a maximum of three extensions are permitted.

Evaluations will be conducted after the second and fourth quarter of contract operations to ensure adequate performance of contract. Based upon these evaluations, an extension may be granted contingent upon continued contract performance.

**Early Termination** – The contract that results from this RFP will have provisions for termination of the contract 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 be necessary to incorporate changes required by Federal or State laws and policies. Modifications may be necessary to increase funds to the Contractor if funds become available through other sources.

**Assignment and Subcontracting** – A part of the proposal evaluation is based upon the previous experience of the proposer and its staff. The contract will contain a provision that prohibits subcontracting or assigning the work to be performed without the written permission of the FPD WDB.

**Indemnification** – The contract will include an indemnification clause which will state that the Contractor shall indemnify and hold harmless the State of Louisiana/LWC, WIOA Administrative Entity/Fiscal Agency, Local Elected Officials, FPD WDB, 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 will require the Contractor to use administrative processes and negotiation in attempting to resolve disputes arising from this contract. The contract will require the contractor to continue to provide services while the dispute process is ongoing.

**Audit Rights** – The contract will have a provision which will allow the Fiscal Agent, the State of Louisiana, the U.S. Department of Labor, the United States Comptroller General, and of their duly

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

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

**Performance** – The Contractor will be measured for performance of the contract. Evaluations will be conducted on a regular basis throughout the contract period to determine whether the Contractor is meeting scheduled benchmarks. Contract performance will be negotiated prior to the beginning of the contract and may include measures relating to the following areas:

- Documented Partner meetings
- Documented Partner Cross Training Activities
- Progress toward integration of partner services
- Publication of Quarterly Partner newsletters
- Submission of monthly reports to Executive Director

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

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

At the time the contract is written, the actual funding amounts provided to the workforce area will probably not be available. The contract may be modified prior to or subsequent to the beginning of the year to reflect changes that are necessary due to actual funding amounts received. The carryover of any funds is an item that must be negotiated with the FPD WDB and/or Fiscal Agent.



**Price Adjustment** – This provision will state that if the contract was negotiated in reliance upon cost data supplied by the Contractor, the Fiscal Agent can adjust the price to exclude any significant sum by which the prices were increased because the Contractor had submitted cost data in the original proposal which was not accurate, complete, or current.

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

**EEO Requirements** – The Contractor will be required to comply with certain EEO requirements. No person in 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.

**Participant Grievances** – The contract will include a provision that requires the Contractor to adopt procedures for hearing and resolving grievances and complaints arising out of this contract, in conformity with the FPD WDB’s established policies.

**Duplicate Funding** – The contract will have a provision requiring the Contractor to agree that any Contractor’s cost which are already allocated to other sources may not be included in the cost of the contract. The Contractor must inform the FPD 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 FPD 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 the requirements of the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, with the regulations promulgated thereunder, and with the following:

- Applicable Federal Laws and appropriate OMB Circulars
- Laws of the State of Louisiana
- WIOA policies as adopted by the Louisiana Workforce Commission
- Local Laws
- Regional and Local Plan
- FPD WDB policies
- U.S. Dept. of Labor statement 29 CFR 37.20 regarding the non-discrimination and Equal Opportunity provisions of the WIA of 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 Performance Report must accompany any requests for funds in order to demonstrate that objectives of the contract are being met. The contract that results from this RFP may





have requirements that the contractor make regular presentations to the FPD WDB, Local Elected Officials, or similar groups.

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

**Program Income** – This provision will state that if the Contractor receives any program income as a result of activities funded under this contract, the income must be properly accounted for and cannot be spent without advanced approval from the Fiscal Agent. Program income must be accounted for according to the requirements of OMB Circular A-110, OMB Circular A-102, policies of the WDB FPD, State of Louisiana, and/or the WIOA Act and Regulations.

**Property/Capital Expenditures** – The Contractor shall make no purchases over \$250 without prior authorization by WIOA Fiscal Agent. The FPD WDB procurement procedures must be followed.

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

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

**Contractor Self-Monitoring** – The Contractor will be required to periodically conduct a self-monitoring to ensure compliance with WIOA, local policies, budgets, performance measures, and similar measures. The FPD WDB may require the Contractor to submit periodic reports on its self-monitoring activities.

**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.