

Onondaga County Workforce Development Board

Request for Proposals

The Onondaga County Workforce Development Board is requesting Proposals for the Operator of the Onondaga County Workforce Development System.

RFP Release Date: March 16, 2017

Proposal Due Date & Time: Proposals must be received by *May 1, 2017 on or before 4:00 PM*. Proposals received after this deadline will not be considered.

1. Submit Proposal in hard copy *and* electronic copy.

Hand-deliver or mail (via postal delivery or another courier), one (1) original, including all attachments to:

*CNY Works, Inc.
Attn: Lisa Cooper
960 James Street
Syracuse, NY 13203*

AND

Email in Microsoft Word or PDF format to:

lcooper@cnyworks.com

2. Questions regarding this Request for Proposals must be emailed to hr@cnyworks.com by March 27, 2017.
3. This RFP is available in electronic format. To receive an electronic version, please email a request to hr@cnyworks.com or download the application from www.cnyworks.com.
4. The Onondaga County Workforce Development Board (OCWDB) reserves the right to change any of the enclosed specifications as required by the New York State Department of Labor or United States Department of Labor without prior notice to Applicants. The OCWDB also reserves the right to reject any and all Proposals in whole or in part and/or not award any of the Proposals.

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Section I: Background

A. Abbreviations and Definitions

1. Applicant – any organization/entity, including a lead organization, which submits a Proposal.
2. Center - One-Stop Career Center
3. CNY - Central New York; Geographic area represented by Onondaga County and contiguous counties
4. Contract – Written agreement to be executed between the OCWDB and the Applicant selected by the OCWDB’ Board of Directors to be the One-Stop System Operator.
5. ETP: - Eligible Training Provider List
6. LWDA - Local Workforce Development Area; Geographic area represented by Onondaga County
7. MOU - Memorandum of Understanding
8. NYSDOL - New York State Department of Labor
9. NYS LENS - New York State License Event Notification System
10. OCWDB - Onondaga County Workforce Development Board
11. OMB – Federal Office of Management and Budget
12. Operator - One-Stop System Operator
13. OSHA – Occupational Safety and Health Administration
14. Partner[s] - One-Stop Partner[s]
15. Proposal – a written offer submitted pursuant to this RFP to serve as the OCWDB’s One-Stop System Operator.
16. PY - Program Year; OCWDB’s fiscal year commencing on July 1 of the stated year and ending on June 30 of the following year, for example, July 1, 2017 to June 30, 2018 is PY ’17.
17. RFP - Request for Proposals
18. Review Committee -- the Committee designated by the OCWDB to review and prescreen Proposals for further review and consideration by the OCWDB’s Executive Committee and the OCWDB’s Board of Directors.
19. USDOL - United States Department of Labor
20. WIOA - Workforce Innovation and Opportunity Act

B. Introduction and Purpose of RFP

The OCWDB is responsible for development, oversight, implementation and leadership of the publicly-funded Workforce Development System for Onondaga County. The OCWDB determines services through research, traditional demographic and labor market information, real-time labor market information, business and sector engagement, market surveys and other means. Services are provided through a One-Stop Career System (“One-Stop Career System” or “System”) by a Partnership of workforce organizations with resources and expertise in serving employers and job seekers across Onondaga County and CNY. WIOA requires the Operator to be selected through a competitive process; the Operator is expected to be in place by July 1, 2017.

WIOA is federal legislation that was signed into law during July 2014, and is being implemented in stages which began on July 1, 2015. WIOA requires to improve service quality for employers and job seekers through better alignment of education, economic development and workforce development systems at the state, regional and local levels. WIOA maintains the primary service delivery structure in the nation's network of One-Stop Career Systems, but challenges Operators with higher expectations for Partner investments, Onondaga County Workforce Development System (also referred to as the "Workforce System" or the "System") leadership, business engagement, sector strategies' development, service prioritization for under-served populations, and performance achievement. A new emphasis is placed on attainment of credentials that are valued by multiple employers and are stackable toward more advanced certifications and degrees.

The opportunities presented by WIOA have led the OCWDB to issue this RFP for a single entity, or a lead entity representing coalition of organizations, to serve as Operator of OCWDB's comprehensive Center. The Operator role will be distinct from the roles of the direct providers of services. Partners, as defined in WIOA Section 121(b), are entities that carry out specific workforce development programs and services in the Workforce System. These Partner organizations will execute a MOU with the OCWDB for defined contributions of staff, funds, and/or other resources and will be placed under the direction of the Operator. The entity that is chosen will be empowered by and accountable to the OCWDB for achieving program performance levels negotiated between the OCWDB and the NYSDOL.

Instructions for submitting Proposals are included in the RFP. Interested parties must complete the Proposal package as instructed and submit it without exception by Monday, May 1, 2017, at 4:00 PM to the OCWDB office located at 960 James Street, Syracuse, NY and via email. A Proposal that is not received by this deadline will not be considered.

The OCWDB plans to fund one Proposal that encompasses all the requested activities and services for a one-year period; contract extensions for three additional years may be considered if the Operator is meeting all WIOA and OCWDB Performance Standards. The initial Contract will be for July 1, 2017 through June 30, 2018. This RFP is issued for a one-year total period, with an option to renew, at the OCWDB's discretion, for a maximum total of three years (in increments of one year or more, as the OCWDB shall determine), without rebid.

C. Eligible Applicants

Organizations eligible to apply under this solicitation include governmental entities, nonprofit organizations, and for-profit organizations with proven records of success in providing collaborative workforce development leadership. A lead organization can apply on behalf of a partnership of organizations, but the Proposal must be presented by the lead organization for the partnership, with the lead organization serving as the Operator for the OCWDB.

Each Proposal must include the identification and resume(s) of the individual(s) who will perform the duties of the Operator.

The selected Operator will be accountable to the OCWDB for overall performance of the Center and will be required to adhere to all laws and policies of federal, state, and local governments that apply to the funding sources, including but not limited to the Uniform Guidance at 2 CFR Part 200, plus any

requirements identified by the USDOL under 2 CFR Part 2900. Applicants are encouraged to review and gain an understanding of such rules prior to submitting a Proposal in response to this RFP.

D. Scope of Work

The selected Operator will be expected to coordinate with human services providers within Onondaga County to ensure that all customers have access to the full range of services available, *and* to ensure that other county and community agencies have access to workforce development services provided through the Workforce System.

Duties of the Operator include:

- Overseeing the integrated services structure within the Workforce System in Onondaga County, as designed by the OCWDB, approved by the NYSDOL, and enabled via a MOU with all service Partners operating at the Center site;
- Compiling and assessing the existing Center and Partner services, resources and tools and recommending improvements to provide a streamlined and consistent approach to service provision;
- Coordinating Partner services at the Center, and throughout the Workforce System;
- Reporting upon services, activities, and performance outcomes to the OCWDB at each of its regular meetings or as requested;
- Creating System standards for processes, such as:
 - Assessment of customer interest, aptitudes, skills and abilities;
 - Workshop content and development;
 - Referrals; and
 - Documentation/information sharing.
- Holding regular cross-agency staff meetings of Partner staff to coordinate services within the structure of the MOUs between the OCWDB and service Partners including both on-site and off-site core Partners and other Partners essential to the job seeker and business success of the Center and the Workforce System;
- Ensuring that customer service standards are met, and that actions are taken as needed to modify approaches at the Center to meet standards, notifying the OCWDB of any issues related to Partners' adherence to the terms of the MOU or policies that need to be addressed at the OCWDB level; Convene meetings of the administrative leadership of MOU Partners – should occur minimally on a quarterly basis - to review progress and the Center's performance, including discussion of changes in procedures in work assignments at the Center as needed;
- Assessing and recommending services to meet the needs of employers including connecting internal contacts among Partners and external contacts such as economic development organizations;
- Develop and maintain relationships with human services, education organizations, and other relevant services in CNY beyond MOU Partners;
- Maintaining Center business plan approved by the OCWDB and report progress toward implementation of the plan as part of regular Center reports presented to the OCWDB;
- Maintaining relationships with all training providers in the county as approved on the Eligible Training Provider (ETP) list;
- Implementing changes at the request of the OCWDB as a result of customer feedback data;

- Providing or obtaining training and technical assistance as needed for Center staff for core functions;
- Attending and participating in other meetings, as requested by the OCWDB;
- Ensuring information regarding support service resources is available for LWDA residents who need help transitioning from unemployment and/or underemployment to gainful employment through support services, including, but not limited to:
 - Transportation;
 - Child care;
 - Clothing;
 - Public assistance information;
 - Emergency financial support;
 - Legal advisement;
 - Emergency housing support; and
 - Substance abuse support.
- Streamlining career center practices to encourage hardest-to-serve job seekers to access skill development, education and training; and
- Establishing practices that create incentives for individuals with barriers to employment who may require longer term services, such as intensive employment training and education services.

E. Relationship of Operator to OCWDB & Service Partners

There will be a contractual relationship between the OCWDB and the Operator. The OCWDB will provide the Operator with ongoing policy guidance and technical support to ensure that performance expectations are continually communicated and policy issues are addressed. The OCWDB is also responsible for performance monitoring and will perform periodic quantitative and on-site reviews of Operator performance to ensure that customer service and financial standards are being met.

The OCWDB is responsible for identifying Partners, who will provide staff and other resources for the Center. Partner commitments will be negotiated by the OCWDB and documented in the MOU. The OCWDB will monitor adherence to the MOU for Partner commitments, and it will be the OCWDB's responsibility to address any issues with the Partners resulting from failure to adhere to the terms of the MOU. The Operator will be required to coordinate and understand the services of Partners as they relate to the operation of the Workforce System and work toward achieving desired System outcomes.

Section II: Contract Information

A. Contract Period

This RFP will cover PY17, commencing July 1, 2017 and ending June 30, 2018. Based on performance and grant funds availability, an extension of up to three years, without rebid, may be awarded at the OCWDB's discretion, in increments of one year or more, as the OCWDB shall determine.

B. Type of Contract

If a Contract is executed as a result of this RFP, the Contract will be considered a Subrecipient/Cost Reimbursement Contract supported by a line-item budget. This RFP and the successful Applicant's Proposal will be incorporated by reference into any Contract that is awarded, except to the extent that

the same may be modified or amended as set forth in the Contract. All USDOL limitations on excess profits earned by subrecipients/vendors will apply. The successful Applicant will be required to maintain documentation to support the reported costs for five years and make this documentation available, to the OCWDB, USDOL, NYSDOL and/or said parties' agents.

C. Maximum Funding

The maximum funding available for this Contract is \$150,000 for the period July 1, 2017 through June 30, 2018.

D. Location of Services

The Onondaga County Workforce System's comprehensive career center does business as CNY Works and is located at 960 James Street, Syracuse, NY 13203. The Center is accessible to public transportation and provides ample parking available to customers and staff. While the Operator is not required to be physically located within the Center, the proposal must justify any choice of an alternative location.

E. Timeline

- Release of RFP: March 16, 2017
- Applicants' Conference: Week of March 27, 2017
- Answers to submitted questions will be provided electronically to those who submitted questions and will also be posted on www.cnyworks.com on or before April 7, 2017
- Proposal Due Date: May 1, 2017 on or before 4:00 p.m.
- Review and Selection Period: May 2 – June 2, 2017
- OCWDB Award of Contract: June 2, 2017
- Planning meetings encouraged to occur between awardee and OCWDB
- Contract Start Date: July 1, 2017

Section III: Conditions of Solicitation

A. General Conditions

The release of this RFP does not constitute an acceptance of any Proposal, nor does such release in any way obligate the OCWDB to execute a Contract with any Applicant. The OCWDB reserves the right to accept or reject any or all Proposals based on budgetary limitations, service to significant population segments, geographic distribution, needs of the area and/or other considerations. The OCWDB reserves the right to establish additional considerations or criteria for funding, as the OCWDB deems necessary. Such considerations may be addressed through final Contract negotiations.

Before preparing Proposals, Applicants should note the following:

1. The award of a Contract for any proposed service is contingent upon the favorable evaluation of the Proposal and successful negotiation of any changes to the Proposal as required by the OCWDB.
2. The OCWDB, reserves the right, in its sole discretion, to change the requirements of this RFP to comply with applicable law.

3. The OCWDB reserves the right to negotiate the final terms of the Contract with the successful Applicant. The OCWDB may require the selected Applicant to attend one or more meetings to discuss its Proposal and the conforming Contract provisions. Items that may be negotiated include, but are not limited to, the type and scope of services, cost and fees, staffing, staffing levels, management, and programs offered. Likewise, the OCWDB also reserves the right to accept any Proposal without substantive negotiation.
4. The OCWDB reserves the right to reject all Proposals and re-issue the RFP for similar products and/or services at any time prior to the execution of a final Contract. The OCWDB reserves the right to subsequently re-issue an RFP for similar products and/or services, and include terms and conditions that are substantially different from the terms and conditions set forth herein, or to cancel this RFP without reissuing an alternative RFP.
5. The OCWDB further reserves the right:
 - a. To reject the Proposal of any Applicant that, in the judgment of the OCWDB, has been delinquent or unfaithful in the performance of any contract associated with the OCWDB, is financially or technically incapable, or is otherwise not a responsible Applicant;
 - b. To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the OCWDB's sole judgment, material to the Proposal;
 - c. To request that one or more of the Applicants modify their Proposals or provide additional information;
 - d. To request additional or clarifying information from any Applicant at any time, including information inadvertently omitted by the Applicant;
 - e. To require that Applicants appear for interviews and/or presentations of their Proposals at the OCWDB office;
 - f. To inspect projects similar in type and scope to the work sought in this RFP and/or to inspect the Applicant's facilities to be used in furnishing goods or services required by the RFP; and
 - g. To conduct such investigations as the OCWDB considers appropriate with respect to the qualifications of any Applicant and with respect to the information contained in any Proposal.
6. All Proposals must be presented in the designated format with all budgets, attachments and other forms completed thoroughly and accurately. The OCWDB reserves the right to reject any Proposal not formatted consistently with the Proposal format requirements.
7. The OCWDB reserves the right to negotiate with the successful Applicant for the inclusion of services to groups and for the inclusion of activities beyond those described. With advanced notice given to the Contract awardee, changes may be instituted at any time during the Contract period.
8. If a selected Applicant fails to provide the information required to begin negotiations in a timely manner, fails to negotiate in good faith or indicates it cannot perform the Contract within the budget funds available for the project, or, if selected Applicant and the OCWDB after a good faith effort, cannot come to terms, the OCWDB may terminate negotiations with that Applicant and commence negotiations with any other Applicant.

9. The Applicant selected as the Operator must demonstrate the ability to be compliant with program reporting and record keeping, to generate accurate and timely information, and to submit regular fiscal and programmatic reports.
10. The Applicant selected as the Operator will be required, as request, to provide financial and performance reports to the OCWDB.
11. The OCWDB will not be liable for any costs associated with the preparation of Proposals or negotiation of contracts incurred by any Applicant. The OCWDB will accept Proposals, in response to this RFP, from any Applicant that can demonstrate the administrative capability to successfully provide all the services identified in this RFP.
12. The OCWDB will not pay for curriculum development. If an off-the-shelf package will be purchased/utilized, the Applicant must identify the material(s) in the budget line item and submit information regarding it as an attachment to the Proposal.
13. Upon submission, all Proposals, in their entirety, will become the property of the OCWDB. The OCWDB will reject any Proposal that does not follow the required format; that does not include all the requirements specified, including the required documentation and certifications; and/or that is not submitted by the due date and time.
14. A public notice of this RFP has been advertised in the *Syracuse Post-Standard*, at www.syracuse.com, www.cnyvision.com and www.cnyworks.com. The RFP may be downloaded from www.cnyworks.com.

B. Contingencies

A Notice of Intent to Award a Contract for any proposed service is contingent upon the following:

- Cost of the Proposal;
- Favorable review/evaluation of the Proposal;
- Demonstrated ability to meet performance goals, costs, and quality of services;
- Demonstrated ability to integrate services at the One-Stop Center and throughout the Workforce System;
- Quality and qualifications of key staff;
- Ability to provide proof of excellent fiscal accountability;
- Demonstrated depth of understanding of the requirements outlined in this RFP;
- Successful negotiation of any changes to the Proposal required by the OCWDB; and
- Approval of the OCWDB.

Funds awarded pursuant to this RFP shall not be used to replicate facilities or services currently available in the Onondaga County with or without reimbursement from Federal, state or local sources.

C. Organizational Fiscal Requirements

The Applicant selected as the Operator will be required to submit its proof of financial sustainability to the OCWDB including, but not limited to, a copy of their agency /organization's most recent audit (A-133 or otherwise), including any findings (or other financial statements if no audit is performed) prior to the development of a Contract for services.

D. Certificates of Insurance

The following insurance provisions, or such revised insurance provisions as the OCWDB determines are necessary, shall be incorporated into the Contract with the successful Applicant:

Insurance Requirements - The Operator shall purchase and maintain insurance of the following types of coverage and not less than these limits of liability.

1. Commercial General Liability (CGL) with limits of Insurance not less than:
 - \$1,000,000 each occurrence and
 - \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on a form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c. OCWDB, and all other parties required by Operator, shall be included as additional insureds on the CGL. This insurance for the additional insureds shall apply as Primary Insurance, before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured.
 - d. Operator shall maintain CGL coverage for itself and each additional insured for the duration of the Contract and maintain Completed Operations coverage for itself and each additional insured for at least 2 years after the completion of the Work.
2. Business Automobile Liability with limits of at least \$1,000,000 each accident.
 - a. Business Automobile coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - b. OCWDB and all other parties required by the Contract, shall be included as additional insured(s) on a Primary basis on the auto policy.
3. Commercial Umbrella limits of at least \$1,000,000.
 - a. Umbrella coverage must include as insured's all entities that are additional insureds on the CGL.

- b. Umbrella coverage for such additional insureds shall apply before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverage maintained by the Operator.
- 4. Employers Liability and Workers Compensation
 - a. Employers Liability Insurance limits of at least:
 - \$500,000 each accident for bodily injury by accident, and
 - \$500,000 each employee for injury by disease.
 - b. New York State limits to read “Statutory” for Workers Compensation
- 5. Waiver of Subrogation – Operator waives all rights against the OCWDB, and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability and workers’ compensation and employers’ liability insurance maintained per requirements above.
- 6. Notice of Change or Cancellation – No policy will permit cancellation without thirty (30) days prior written notice of cancellation to the OCWDB.
- 7. Certificate of Insurance – A Certificate of Insurance shall be provided to the OCWDB, before commencing work and thereafter shall be provided upon request of the OCWDB from time-to-time. Attached to each certificate of insurance shall be a copy of the Additional Insured, Primary Wording & Waiver of Subrogation Endorsements that are part of the Operator’s policies.

E. Safety

The Applicant, selected as Operator, must agree to obey all OSHA, Federal, State, County, and local laws or ordinances in any way pertaining to the requirements of the specification(s), and shall obtain any-and-all permits, etc., which may be necessary and/or required by law.

Operator staff assigned to the project must successfully pass a background check paid for by the OCWDB and agree to be monitored by the NYS LENS program.

F. Requirements & Terminations

- 1. The OCWDB, with 30-day advance-notice to the Operator, may modify or terminate the Contract due, but not limited to, factors such as:
 - a. funding decreases;
 - b. unsatisfactory performance by the Operator;
 - c. failure to work cooperatively with the OCWDB and or the Center;
 - d. lack of sufficient programmatic services available to customers; and/or
 - e. any other reason as determined by the OCWDB.
- 2. The OCWDB, with or without notice to the Operator may terminate the Contract due to serious issues such as, but not limited to:
 - a. theft;

- b. question of integrity of use of funds by the Operator;
 - c. unallowable use of funds;
 - d. unsafe acts;
 - e. breach of confidentiality and/or HIPAA violations; and/or
 - f. activities performed by employees or agents of the Operator that are not directly related to the specifications outlined in this RFP and which constitute a breach of the awarded Contract.
3. The Operator must comply with the salary and bonus limitations as established by Public Law 109-234 and outlined in Training and Employment and Guidance Letter (TEGL) 5-06. Failure to comply with this limitation may result in disallowed costs that must be repaid to the OCWDB. Additional information can be found at www.doleta.gov.

G. Appeals

Each Applicant whose Proposal is reviewed shall receive a written notice of selection or non-selection. Following the notification of awards, any Applicant or potential Applicant who has a complaint concerning the issuance of this RFP, the evaluation of Proposals received in response to this RFP, or any matter relating to the method by which the OCWDB secures subcontractors shall have an opportunity to discuss, with the administrative staff, the reasons for not being selected.

Any appeal or complaint must identify any-and-all contested issues. Subjective interpretations by the review team are not subject to protest or appeal. The written appeal must be filed with and received by the OCWDB no later than five (5) working days after the notice of awards is postmarked.

H. Cooperative Program Participation & Monitoring

The OCWDB reserves the right to monitor and audit the Operator and any-and-all entities which receive funding through this program, at any time, to assure proper program management, Contract compliance, adherence to the performance standards stipulated in the Contract, and any other area deemed necessary by the USDOL or NYSDOL.

I. Administrative Requirements

1. The Applicant must demonstrate financial and operational sustainability.
2. The Applicant must be able to demonstrate the necessary administrative capability and fiscal responsibility needed to operate the proposed program and to meet federal financial accountability requirements mandated by most federal grants.
3. The Applicant must ensure compliance with applicable local, State and Federal laws, as well as applicable accounting and financial management principles/requirements, OMB uniform guidance, audit requirements, etc.
4. Applicants may be subject to a pre-award review. This may include, but is not limited to, a review of Applicant's record keeping procedures, management systems, accounting and administrative systems, training facilities, and curriculum.

5. In the event of a Contract award, the Operator shall retain all program records for a minimum of four (4) years following completion of an audit and resolution of any questioned costs. If an audit began during the fourth-year period and has not been completed the customer case record files must be retained beyond the fifth-year period until the audit is completed.
6. Customer files are considered the property of the OCWDB and must be surrendered by the Operator at the end of the Contract period or when requested, and must be available at any time for review.
7. All procurement shall be conducted to provide open and free competition. The Operator must have a procurement policy that reflects this spirit and complies with Federal Uniform Guidance requirements.
8. The Applicant selected as Operator must assure that health and safety standards established under Federal, State and local laws shall be applicable to working or training conditions of participants and that provisions will be made for accessibility of individuals with disabilities to the training and/or working facility as required by section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990.
9. All customer forms, documents, outreach and promotional material must contain the following language: “Auxiliary aids and services are available upon request to individuals with disabilities” and “Equal Opportunity Employer/Program.”

Section IV: Evaluation Criteria and Process

1. A committee of the OCWDB to be known as the “Review Committee” will review Proposals that meet the criteria established by the RFP. The Review Committee will consist of the OCWDB’s Board of Director members, staff and/or other knowledgeable individuals appointed by the OCWDB. The proceedings of the Review Committee are confidential. Members of the Review Committee are not to be contacted by Applicants. Applicants who violate this provision risk exclusion from consideration.
2. Through this review and evaluation process, each member of the Review Committee will evaluate each Proposal to assess quality of the proposed services and activities using a pre-determined point value system. A maximum total of one-hundred (100) points is available. The allocation of available points is delineated under Section V of this RFP.
3. Upon review and evaluation of Proposals, the Review Committee will then meet to discuss each compliant Proposal and to discuss the combined rating sheet that is based on the average scores of each Review Committee member.
4. During the evaluation process, the Review Committee may at its discretion, request any one or all Applicants to make oral presentations. Such presentations will provide Applicants with an opportunity to answer any question the Review Committee may have about a Proposal. Not all Applicants will necessarily be asked to make an oral presentation.


5. Upon conclusion of the review and evaluation process, the Review Committee will vote and recommend their selected Applicant to the Executive Committee of the OCWDB. A recommendation will be made by the Executive Committee to the OCWDB's Board of Directors for approval and designation of the Operator.

A. Notification of Award

1. It is expected that final selection and designation of the Operator (be it a single organization/entity or a Lead Organization representing a coalition of organizations) will occur during meeting of the OCWDB Board of Directors in June 2017. Applicants will be notified in writing of their approval or rejection, as soon as possible. If necessary, Contract negotiations will be performed. The purpose of the Contract negotiations is to arrive at a common understanding of Contract essentials such as technical requirements, schedules, participant requirements, costs, terms, reports, payments, etc. A Contract, consisting of provisions consistent with this RFP and applicable legal requirements, will then be executed to cover the intended Contract period. Additional provisions may be added as deemed necessary by the OCWDB. The selected Operator must be prepared to begin the hiring and transition process as soon as the Contract is executed so that all services are ready to begin on July 1, 2017.
2. Applicants, not selected, may request, in writing, an oral or written debriefing. Requests for debriefing must be in writing and must be received within five (5) working days after the notice of awards is postmarked.

B. Compliance with Law and Conflict of Interest

1. The selection of the Operator shall be accomplished in compliance with the relevant rules, regulations and directives. The Operator is required to comply with the requirements of all applicable Federal, State, and local laws, ordinances, rules, regulations, and amendments.
2. Persons and/or entities who participated in drafting these RFP specifications are excluded from submitting a Proposal.
3. The OCWDB and any entity or persons who themselves or whose organization will gain financially as a result of an OCWDB decision to subcontract a particular function, service and/or activity of the program must recuse itself and/or themselves from participating in discussions leading up to and including the final consensus agreement or vote. In the event that the OCWDB's members who must be recused deprives the OCWDB of a quorum, the OCWDB shall follow an alternative competitive process and outsource the selection of the Operator to an outside entity or authorized State agency.
4. When procurement of services and/or activities is discussed at a OCWDB meeting, all potential Applicants will be asked to leave the meeting during that discussion. Potential Applicants who do not leave will be disqualified from making a Proposal and/or from having a Proposal that already has been submitted considered.

5. Any conflicts of interest that could provide, or appear to provide, financial or other interest or a tangible personal benefit as a result of a Contract with the OCWDB must be disclosed.
 6. The successful Applicant may also be a service provider; however, there must be a clearly-defined firewall between the Operator role and the service provider role. In no case, may the key staff in the Operator's organization be a member of the OCWDB.
 7. *Any potential* conflict of interest also must be disclosed and the actions to mitigate actual conflict described.
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Section V: RFP Packet Instructions

A. Required Proposal Format

1. Proposal Narrative is limited to ten (10) single-sided, pages of print. Pages must be single-spaced, with print a font size of no less than twelve (12), and margins no smaller than one inch. Pages must be numbered. Charts and other attachments are not included in the ten-page limit. Applicants are cautioned to keep attachments to a minimum and to avoid including redundant documents. Completeness, legibility and clarity are essential. Inclusion of multiple or wordy attachments increases the risk that reviewers could miss critical information.
2. When preparing your Proposal, you are encouraged to repeat the question (in the order presented in this document) and provide your response directly below the question. This will allow the Review Committee to quickly access your response to each question.
3. To be considered, Applicants must timely submit a complete Proposal and respond fully to all requirements, using the format provided. Failure to timely submit a complete Proposal and/or to respond fully to all requirements will cause the entire Proposal to be rejected.

B. Required Proposal Information

The following outlines the required components of the Proposal. Each component must be addressed specifically and in the requested format and order. Forms included in this RFP Package must be completed and submitted with the Proposal. For items that do not apply to your entity, proposed service and/or activity, please write “N/A” along with a full explanation in the appropriate space in the document. Costs or budget figures should only be included Budget portion of the Proposal.

The following pages further define and provide specific instructions to be used when completing each section of this RFP Packet. Applicants must respond to all requirements in this part of the RFP.

C. Proposal Outline

- I. Proposal Checklist, Transmittal Form, and Applicant Certification - ***Signature required*** (2 points)
- II. Executive Summary (10 points)
- III. Proposal Narrative
 - A. Qualifications
 1. Pertinent Experience (15 points)
 2. Staffing (8 points)
 - B. Performance Requirements
 1. Program Development (30 points)
 2. Tracking, Performance Measures and Monitoring (15 points)
- IV. Attachment A: References (5 points)
- V. Attachment B: Notices, Assurances and Certifications – ***Signature required*** (5 points)
- VI. Attachment C: Conflict of Interest Questionnaire
- VII. Budget – ***Submit in separate document from Proposal Narrative*** (10 points)
 - A. Budget Summary
 - B. Budget Narrative

I. PROPOSAL CHECKLIST, TRANSMITTAL FORM AND APPLICANT CERTIFICATION
– 2 points

OCWDB ONE STOP SYSTEM OPERATOR PROPOSAL

Organization: _____

Address/City/Zip: _____

Phone: _____ Fax: _____ Website: _____

Contact Person: _____ Title: _____

E-Mail Address: _____ Total Funds Requested: _____

Please initial each:

- _____ Proposal Checklist, Transmittal Form and Applicant Certification
- _____ Executive Summary
- _____ Narrative
 - _____ Organizational Chart
 - _____ Job Descriptions/Resume
 - _____ Flow chart-customers
 - _____ Flow chart-businesses
- _____ References
- _____ Notices, Assurances and Certifications with signature
- _____ Conflict of Interest Questionnaire

Submit in a separate document:

- _____ Budget
 - _____ Budget Summary
 - _____ Budget Narrative

TYPE OF ORGANIZATION (check all that apply):

- _____ School District/Local Educational Agency
- _____ Governmental: _____ Federal _____ State _____ Local
- _____ Community Based Organization
- _____ Private for-Profit
- _____ Private not-for-Profit
- _____ Other (Specify) _____

IRS Number or
Employer Identification Number:

DUNS Number _____
Legal Entity Type (Corp., LLC, etc.) _____
Number of Years in Business _____

APPLICANT CERTIFICATION

The Applicant certifies that, to the best of its knowledge and belief, the data supplied in this Proposal is true, complete and accurate and is not misleading. If a Contract is awarded, the Applicant agrees to comply with all local, state and federal laws, rules and regulations.

Certification and Adjustments. When a cost analysis is necessary and there is inadequate price competition, Applicant must certify that to the best of its knowledge and belief, cost data are accurate, complete, and current at time of agreement of price. Awards or modifications negotiated in reliance on such data should provide awarding agency (i.e., the OCWDB) a right to price adjustment to exclude any significant sum by which price was increased because awardee had knowingly submitted data that were not accurate, complete and certified.

I, _____ hereby certify that I am legally and duly authorized to submit this Proposal on behalf of _____, that information contained herein is true, complete, accurate and correct to the best of my knowledge, and that prices for services offered herein are firm and effective through close of business on _____.

Signed, this _____ day of _____, 20_____.

Signature: _____ Title: _____

II. EXECUTIVE SUMMARY – 10 points

The Executive Summary must be a one-page summary of your Proposal Narrative. Use the previously described format that includes required one inch margins and minimum 12-point font, single-sided format.

III. NARRATIVE

Responses to the areas below must be made in accordance with the specifics listed in the previously and applicable sections of this RFP. Use the previously-described question and answer format (i.e. restate question and then provide answer) that includes required one-inch margins, minimum 12-point font and maximum of 10 single spaced pages. Leveraging of resources may be described.

A. Qualifications

1. Pertinent Experience -- 15 points

- a. Describe your organization's mission and any previous or current experience serving or convening employers, job seekers and service providers in an integrated setting.
- a. Explain what areas of your program have been most successful in helping the various groups to reach their goals.
- b. Describe specific examples of how the systems or processes your organization has implemented or enhanced to create successful outcomes.
- c. Describe your management experience and capability to coordinate and serve multiple contractors and service providers.
- d. Describe your organization's previous or current experience serving the business community, using local and regional Labor Market Information, providing job development and workforce solutions to businesses and your understanding of the Onondaga County workforce needs from an employer's perspective.
- e. Describe your experience(s) in education and/or partnering with educational entities. What role do they play in the services provided at/through the Onondaga County Workforce System?

2. Staffing – 8 points

- a. Describe your staffing plans including the composition and number of staff that will be employed. Provide an Organizational Chart.
- b. Provide job descriptions and qualifications for each position that will be funded including the minimum qualifications for all staff. If you currently have staff that you will use, please enclose a resume for each and indicate to which position that staff will be assigned. If you do not have existing staff, outline the experience, education and background

requirements of new staff to substantiate the quality and integrity of the activities you will offer

- c. Explain what staff training and development will be made available.

B. Performance Requirements:

1. Program Development – 30 points

- a. Describe how customers, especially those with barriers to employment, will be identified and the process for referring those individuals to case management as well as how those referrals will be reconciled on a regular basis. Please attach a customer flow chart for job seekers and businesses and describe how they will be efficiently connected.
- b. Describe expected activities or resources that will be available within the Center to offer options pertaining to any (or all) of the following barriers and how successful coordination will be assessed:
 - Literacy/education;
 - Disability;
 - Criminal history;
 - Housing;
 - Basic needs; and
 - Other barriers not mentioned above
- c. Describe how the Operator will work with OCWDB staff to develop/maintain Partnerships and leverage existing community resources to ensure that individuals, especially those with barriers to employment, are served promptly.
- d. Describe how activities or resources will be created or developed to accommodate recurring or new barriers as needs arise and how the Operator will work with OCWDB staff to identify issues and implement plans to incorporate needed activities and resources into the Center and Onondaga County Workforce System.
- e. Describe how the Operator activities being proposed will be coordinated with business, industry, labor organizations and economic development Partners in the local and regional area.
- f. Describe your experience and capacity to create collaborations with other community agencies to provide services to customers consistent with the scope of the Onondaga County Workforce System.
- g. Describe how you will coordinate outreach efforts with Partners and other agencies.
- h. Please add any additional information you feel would be helpful in describing your program activities.

2. Tracking, Performance Measures and Monitoring – 15 points

- a. To ensure program compliance and performance, an effective management system must have a process that verifies progress in attaining established performance objectives. Describe the system you will use to monitor and verify that performance measures will be met.
- b. Describe the following relative to performance measurements:
 - Demonstrated commitment to monitor, achieve and surpass mandated performance measures;
 - Evaluation methods for tracking and ensuring that required performance measures are met or exceeded; and
 - Internal systems to identify operational problems, and take appropriate corrective action to improve performance issues as necessary.
- c. The Operator is expected to participate in continuous self-improvement. Please describe your monitoring plan and include a description of your continuous improvement process.
- d. Describe your plan and commitment for enabling OCWDB staff to maintain regular, ongoing personal contact and communication with Operator.

IV. ATTACHMENT A: REFERENCES – 5 points

Attach the following information from at least two references with which the Applicant has had experience operating programs of this scope and nature. Include the following information:

Organization Name

Contact Name and Title

Address

Phone Number

Email Address

Brief program description

VIII. ATTACHMENT B: NOTICES, ASSURANCES AND CERTIFICATIONS – 5 points

Administrative and Monitoring Requirements

All applications for funding will be reviewed and will be subject to approval by the OCWDB's Board of Directors. A contractual agreement ("Contract") authorizing the administration and operational requirements incumbent upon both parties will be negotiated.

The OCWDB reserves the right to conduct a pre-award review of the Applicant's administrative standards and procedures to ensure that these comport with the procedures prescribed by federal and state regulations. The OCWDB also reserves the right to review these procedures to ensure that they are adequate for the accountability of the funds to be distributed under the Contract.

Funding – initial and continuation - of all programs/services is subject to the availability of funds.

The OCWDB reserves the right to monitor and audit all projects at any time for compliance with accounting procedures, participant utilization, equal employment opportunities and/or any other requirements mentioned in the Federal Register or as deemed necessary by the USDOL, the NYSDOL and any other source of funding as required.

Compliance Forms Checklist

Upon award of a Contract, the OCWDB will require written certification of the documents listed below. Prior to the commencement of any program funded with monies under the jurisdiction of the OCWDB, a monitoring visit may be scheduled to verify adherence to certain requirements, including compliance with all physical and assistive devices as required by the American with Disabilities Act (ADA).

It is important for Applicants to know before submitting a Proposal:

1. Inability to provide the required reports and invoices each month of the Contract will result in the termination of the Contract and may result in the Operator's repayment of WIOA funds issued up to the date of Contract termination.
2. Training locations must comply with ADA regulations, both at the time of the Contract award and throughout the Contract period. Non-compliance issues will result in the termination of the Contract and the possibility of other remedies available to the OCWDB, as will be detailed in the Contract.

OCWDB will require the following documents to be submitted *at the time of the Contract award*; please check each box and initial on each line, thereby acknowledging your organization's ability/consent to provide the following in legally-compliant form:

| CHECK | DOCUMENT | INITIAL |
|-------|---|---------|
| | ADA Compliance Certification | |
| | Single Audit Act; OMB Circular A-133, Compliance | |
| | Cost Allocation Plan | |
| | Procurement Policy | |
| | Conflict of Interest Policy | |
| | Debarment, Suspension & Ineligibility Documentation | |
| | Certification Regarding Disclosure of Lobbying Activities | |
| | Drug-Free Workplace Certification | |
| | Compliance with §504 of the Rehabilitation Act of 1973 | |
| | Equal Opportunity Employer Certification | |
| | Insurance Certificate listing OCWDB | |
| | Bonding Certification | |

Name of Organization: _____

Name of Authorized Signatory: _____

Signature: _____

Title: _____ Date: _____

IX. ATTACHMENT C: CONFLICT OF INTEREST QUESTIONNAIRE

A. Does your organization provide workforce development services (including training, counseling, literacy, or soft skills)?

 Yes

 No

B. If yes, please describe:

C. Describe how your organization identified conflicts (including but not limited to actual or potential conflicts of interest by your organization's officers and employees and their spouses and/or dependent children) that exist, or how they will be identified in the future, and how your organization will mitigate the conflicts to ensure unfair competitive advantage is not realized if your organization is selected as the Operator:

[illegible]

X. BUDGET – 10 points - TO BE SUBMITTED SEPARATELY FROM NARRATIVE

- A. Budget Summary¹** - Indicate planned project expenditures for the period of one-year Contract. Expenditures must conform to the cost definitions for allowable administrative and program costs and activities, as defined by 2 CFR Part 200, Uniform Guidance. If costs are not a direct charge to the Contract, then the total cost and the corresponding amount allocated to the Contract must be shown.

Organization Name _____

Program Period: July 1, 2017 to June 30, 2018

| CATEGORY | COST | BASIS | % ALLOCATED TO PROJECT | PROJECT TOTAL |
|--|------|-------|---------------------------|------------------|
| Personnel Salaries (itemize) Fringe Benefits | | | | |
| Travel | | | | |
| Equipment | | | | |
| Supplies | | | | |
| Contractual | | | | |
| Other (itemize) | | | | |

- B. Budget Narrative** – Provide a description of each item presented in the Budget Summary. The Budget Narrative must include the following detail:

1. Staff cost detail: Total wages by title and the percentage allocated to the Contract;
2. Fringe benefits: Detailed calculation related to staff in #1, above;
3. Travel costs: Estimated mileage and other costs;
4. Equipment: Detail of specific equipment and cost per item;
5. Supplies: Details of expected supply usage, including postage;
6. Contractual: Any expected 3rd party services, including detail of services to be provided and costs related to the Contract;
7. Other: Detailed calculations of items such as overhead (must include indirect cost rate), equipment rental, staff development, etc.; and
8. Totals by category and overall budget.

¹ An Excel Template is included in the RFP (page 26) for convenience to complete calculations and show narrative.

OCWDB One-Stop Operator RFP

Budget

All budgeted items must be explained fully and all costs, and the related allocation methodology, must be clearly explained. If selected, the contractor will be expected to provide actual cost reports that adhere to the same methodology as the budget presented. The format presents a general guideline for budget calculation and provides the overall categories that should be presented.

Applicant:

| | Total cost | Allocation % | Budget | Description/Cost Justification | | | | |
|--------------------|------------|--------------|--------|--------------------------------|--|--|--|--|
| a. Personnel | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| b. Fringe Benefits | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| c. Travel | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| d. Equipment | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| e. Supplies | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| f. Contractual | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |