

**REQUEST FOR PROPOSALS**

**WIOA Title I – One-Stop Operator**

**ISSUED**

**JUNE 30, 2017**

**BY THE**

CAPE FEAR WORKFORCE DEVELOPMENT BOARD

Cape Fear Council of Governments

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***FUNDED BY THE***

**WORKFORCE INNOVATION AND**

**OPPORTUNITY ACT**

***Serving Brunswick, Columbus, New Hanover, & Pender Counties***

The Cape Fear Workforce Development Consortium is an Equal Opportunity Employer /Program

Auxiliary Aids and Services are available upon request for individuals with disabilities

**GENERAL INFORMATION**

1. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit proposals for the competitive selection of local One-Stop Operators under the Workforce Innovation and Opportunity Act of 2014 (WIOA) Title I, Public Law 113-128, in the following Counties**: Brunswick, Columbus, New Hanover, and Pender.**

One-Stop Operator(s) will coordinate the efforts of staff and partners in delivery workforce development services through the four designated One-Stop Career Centers known as NCWorks Career Centers that are within the Cape Fear Workforce Area. The bidder(s) that is(are) selected will be awarded a two year contract through 6/30/19 with two options to extend for one year (potentially through 6/30/21). If Federal or State laws or regulations change the requirements regarding the One-Stop Operator, the winning bidder will be expected to implement any changes as needed.

1. **HIGHLIGHTS OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT – JULY 22, 2014**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law by President Barak Obama on July 22, 2014 and implemented on July 1, 2015. The Workforce Innovation and Opportunity Act supersedes the Workforce Investment Act (WIA) of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act and the Rehabilitation Act of 1973.

The Workforce Innovation and Opportunity Act (WIOA) was enacted to help job seekers and workers access employment, education, training and support services to succeed in the labor market and match employers with skilled workers they need to compete in the global economy. Congress passed WIOA, the first legislative reform of the public workforce system in more than 15 years. In doing so, Congress reaffirmed the role of the NCWorks Career Center system, the cornerstone of the public workforce investment system and brought together and enhanced several key employment, education and training programs. Individuals in the Cape Fear Local Area turn to these programs to obtain good jobs. WIOA continues to advance services to job seekers and employers.

This request for proposal, and bids submitted by proposers to this request, and any final contracts negotiated with the successful bidder(s) as a result of this proposal are subject to the WIOA laws and regulations and may be changed at any time in order to come into compliance with those laws and regulations.

Proposers are strongly encouraged to follow the Department of Labor’s WIOA resource page for WIOA information and latest updates: [www.doleta.gov/wioa](http://www.doleta.gov/wioa) or [www.nccommerce.com/workforce](http://www.nccommerce.com/workforce).

1. **CAPE FEAR WORKFORCE DEVELOPMENT BOARD**

The **Cape Fear Workforce Development Board (CFWDB)** is appointed by the Cape Fear Workforce Development Consortium Board to provide policy guidance and program oversight for workforce development programs in the four counties. The Board is a group of volunteers representing local business and industry, educational agencies, community-based organizations, organized labor, rehabilitation agencies, economic development and the public employment service.

The **Cape Fear Council of Governments** is the administrative entity and grant recipient for the Cape Fear Workforce Development Consortium to receive Workforce Innovation and Opportunity Act (WIOA) Title I funds and to administer programs under the grant though an agreement with the Cape Fear Workforce Development Board and the Cape Fear Workforce Development Consortium Board. With consultation and direction from the Cape Fear Workforce Development Board, workforce development programs are designed through a “partnership” approach.

Contracts entered into with successful WIOA bidders will be contracts with the Cape Fear Council of Governments. **All contracts resulting from this RFP are contingent upon the availability of funds and are subject to amendment or termination due to the lack of or reduced funding.** Administration and operation of this program is subject to compliance with the federal Workforce Innovation and Opportunity Act, State policies and procedures as issued from the Department of Commerce/Division of Workforce Solutions, and local policies and procedures as issued by the Cape Fear Workforce Development Board.

The cornerstone of the WIOA system is One-Stop delivery that unifies numerous training, education, and employment programs into a single, customer-friendly system in each community. The underlying notion of One-Stop is the coordination of programs, services and governance structures so that the customer has access to a seamless system of workforce investment services. Through the One-Stop system, the workforce investment system is a gateway to a wide variety of employment, training, educational and other human resource programs

1. **SOLICITATION PROCESS AND TERMS**
2. The Cape Fear Workforce Development Board (CFWDB) reserves the right to accept or reject any or all proposals received. The CFWDB reserves the right to waive informalities and minor irregularities in offers received. All solicitations are contingent upon availability of funds.
3. The CFWDB may select a One-Stop Operator based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint that the proposer can submit to the CFWDB. However, the CFWDB reserves the right to request additional data or oral discussion or documentation in support of written offers.
4. Any proposer may be requested to make an oral presentation of their proposal(s) to the CFWDB. If requested, the CFWDB staff will schedule the time and location for these presentations.
5. Appeals by proposing organizations denied funding are limited to procedural appeals only; such appeals shall be based solely on allegations of irregularities in the solicitation and awards procedure and not on the relative merit of the offers submitted. If a proposer believes to have been harmed by the violation or misapplication of procedure or regulation of this program, the proposer has the right to file a grievance. This grievance should be filed according to the written procedures established by the CFWDB and may be obtained by contacting the Cape Fear Workforce Development Board at 1480 Harbour Drive, Wilmington, North Carolina 28401.
6. **SCHEDULE FOR REVIEW, AWARD AND NOTIFICATIONS OF PROPOSING AGENCIES**

Proposals are being solicited for specific services recommended by the CFWDB for provision in one or any combination of counties in the Cape Fear Workforce Development Area. Any governmental, educational, community-based organization or non-profit agency engaged in public service; or any private-for-profit agency may apply. Each entity proposing to provide WIOA Title I Activities as prescribed by this RFP must do so as an individual company or agency and be prepared to either provide the services directly or establish an agreement with the appropriate provider(s) of the services. Proposal timeline is as follows:

Intent to Bid and RFP Released June 30, 2017

Bidders Conference – 3:00 p.m. July 5, 2017

Proposals Due – 4:00 p.m. July 31, 2017

Board Action – 3:00 p.m. August 9, 2017

Notice of Selection August 10, 2017

**Submit ONE ORIGINAL and ONE ELECTRONIC COPY of the proposal and attachmentsto:**

**CAPE FEAR WORKFORCE DEVELOPMENT BOARD**

**Attn: Mr. Jim Lott, Workforce Development Director**

**1480 Harbour Drive, Wilmington, North Carolina 28401**

**Email:** [**jlott@capefearcog.org**](mailto:jlott@capefearcog.org)

**All proposals are due by 4:00 p.m. on Monday July 31, 2017**

**Request for Proposals will not be accepted after 4:00 p.m. EST**

**Note: Proposal submissions are dated and time stamped based on the Cape Fear Council of Governments’ atomic clock in the Reception Area**

**VI. GENERAL PROVISIONS AND REQUIREMENTS**

1. This RFP does not commit the CFWDB to award a grant.
2. No costs will be paid to cover the expense of preparing a proposal or to procure a contract for services or supplies under WIOA.
3. Ownership of all data, material, and documentation originated and prepared by the service provider pursuant to the contract shall belong exclusively to the CFWDB.
4. Proposals should be submitted in the format set forth in the Proposal Format and Required Forms section of the RFP and adhere to the minimum requirements specified therein.
5. Formal notification to award a contract and the actual execution of a contract are subject to the following:

* Receipt of WIOA funds granted under the WIOA plan
* Results of negotiations between selected One-Stop Operators and the CFWDB administrative staff
* Continued availability of WIOA funds.

1. Any changes to the WIOA program, the State of North Carolina WIOA Plan, or the CFWDB WIOA Plan, may result in a change in contracting. In such instances, the CFWDB will not be held liable for what is in the Proposer’s proposal or this Request for Proposal package.
2. Each proposer submitting a proposal will be notified in writing of the CFWDB’s decision concerning its proposal.
3. Proposals submitted for funding consideration must be consistent with the federal WIOA legislation, all applicable Federal Regulations, the North Carolina Division of Workforce Solutions policies, and the CFWDB Policies and Procedures.
4. Selected proposer(s) must also ensure compliance with the following: USDOL Regulations 20 CFR Part 652, Office of Management and Budget Circulars A-21, A-87, A-110, A-122, A-133, or 48 CFR Part 31, whichever is applicable.
5. The CFWDB may require selected proposer(s) to participate in negotiations and to rewrite their proposals as agreed upon during the negotiations.
6. The CFWDB may decide not to fund part or all of a proposal even though it is found to be in the competitive range if, in the opinion of the CFWDB, the services proposed are not needed, or the costs are higher than the CFWDB finds reasonable in relation to the overall funds available, or if past management concerns lead the CFWDB to believe that the One- Stop Operator has undertaken more services than it can successfully handle. CFWDB reserves the right to reject any proposal based upon the total proposed expenditures for staff salaries and compensation that are not considered as “customary and reasonable” for similar staff positions within our Local Area.
7. Any proposal approved for funding is contingent on the results of a pre-award survey that may be conducted by the CFWDB administrative staff. This survey will establish, to the CFWDB's satisfaction, whether the proposed service provider is capable of conducting and carrying out the provisions of the proposed contract. If the results of the survey indicate, in the opinion of the CFWDB, that the proposed service provider may not be able to fulfill contract expectations, the CFWDB reserves the right not to enter into contract with the organization, regardless of CFWDB approval of the Proposer’s proposal.
8. The CFWDB is required to abide by all WIOA legislation and regulations. Therefore, the CFWDB reserves the right to modify or alter the requirements and standards as set forth in this RFP based on program requirements mandated by State or Federal agencies.
9. Programs must be operated according to the federal WIOA provisions and all applicable federal regulations, the North Carolina Division of Workforce Solutions policies and CFWDB policies and procedures.
10. Selected proposer(s) will be expected to adhere to CFWDB procedures to collect, verify, and submit required monthly reports as well as invoices to the CFWDB.
11. All grievances arising out of the WIOA or this RFP must be filed according to the CFWDB’s established grievance procedures.
12. Selected proposer(s) must ensure equal opportunity to all individuals. No individual in the Cape Fear Local Area shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any WIOA-funded program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
13. Selected proposer(s) must accept liability for all aspects of any WIOA program conducted under contract with the CFWDB. One-Stop Operators will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.
14. Selected proposer(s) will allow access to all WIOA records, program materials, staff, and participants to local, state, and federal representatives. In addition, One-Stop Operators are required to request and receive approval from the CFWDB before they may destroy WIOA records.
15. The CFWDB encourages all interested proposers to attend the Bidders’ Conference. While every effort has been made to include all necessary information, specifications and examples, the need for clarification or interpretation is recognized as a possibility. This is the forum the CFWDB has selected to answer questions so that all interested parties will have the benefit of the same answer. Minutes of the Bidders’ Conference will be distributed by e-mail to all potential One-Stop Operators (individuals who formally request a copy of the solicitation). However, the CFWDB is under no obligation to send answers to questions, clarifications, or amendments to the RFP to anyone who did not make a formal request for a copy of the solicitation.
16. Selected proposer(s) shall give credit to the CFWDB, as the program activity funding source, in all oral presentations, written documents, publicity and advertisements regarding any activities funded as a result of this RFP.
17. The successful Proposal will become a part of a contract document referred to as the Statement of Work. The Cape Fear WDB will use a cost-reimbursement contract for this procurement.
18. No entity may compete for funds if: (1) the entity has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the entity’s previous contract with the Cape Fear Workforce Development Board was terminated for cause; (3) the entity has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services; or (4) the entity’s name appears on the convicted vendors list.

**VII. REVIEW PROCESS**

Proposals will undergo the following review:

* CFWDB staff - Staff will review proposals for technical compliance with the RFP and may prepare a summary of the bidder’s qualifications, scope of work and budget. Staff will confirm that all required signature pages and sections of RFP are completed.
* Review Committee - Proposals will be reviewed and rated by a committee of board members in accordance with the published review criteria. Finalists may be interviewed by the Committee and recommendations will be forwarded to the CFWDB and Consortium Board for final approval.
* The review and decision process generally takes about two weeks.

1. **One-Stop Operator Requirements**

The CFWDB is seeking a One-Stop Operator that will employ vision, innovation, accountability, and efficient and effective utilization of resources in workforce development services with customers. In the interest of establishing a seamless delivery of services for all prospective customers and keeping with both the spirit of the WIOA legislation as it pertains to the participation of all mandatory partner agencies and programs, it is essential that all partners deliver services in the most effective and integrated manner as possible.

The One-Stop Operator will be expected to oversee WIOA services within the context of the NCWorks system and operated specifically in the local NCWorks Career Centers, which includes consistent use of the name, logo, marketing materials, etc. NCWorks Career Centers serve as a hub for workforce efforts within their community, offering services to both job seekers and employers within the NCWorks Integrated Services Framework.

The One-Stop Operator is expected to assist in workforce system building activities with NCWorks partners, the education community and other organizations. Activities should include, but are not limited to, staff development and Career Center oversight, partnerships with schools to provide workforce information and resources, assisting with career fairs, hosting workshops, development of Career Pathways, and the NCWorks system. Proposals should demonstrate the provider’s ability to successfully manage, engage and contribute to the development of the local workforce system.

WIOA-funded staff and partners will work within an integrated NCWorks team to coordinate and deliver all aspects of career services including greeting customers, career advising, issuing scholarships for training, assisting with workshop organization, participating in hiring events, and other center services including employer services. All staff are expected to be fully cross-trained to fulfill any “career services” role within a center dependent on need and traffic flow.

A WIOA service provider may be the One-Stop Operator; however, there must be firewalls in place to ensure that the operator is not conducting oversight of itself as a service provider. The concept of firewalls is to ensure that job seeker and employer customers both perceive and receive counsel and information that is not biased toward any specific organization(s). This issue can arise in perception and in reality, whenever an organization that operates education or training services also operates an NCWorks Career Center. Proper internal controls and firewalls must be in place to ensure that the entity, in its role as One-Stop Operator, does not conflict with its role of service provider. **Therefore, in accordance with §679.430, organizations providing direct services and proposing to be a One-Stop Operator, must develop and submit with their proposal a written agreement “to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, relevant Office of Management and Budget circulars, and the State’s conflict of interest policy”. The agreement must conform to the specifications in §679.430 for demonstrating internal controls and preventing conflicts of interest.**

**NCWorks Career Center Operations**

Section 121.(d) of the WIOA authorizes the local workforce board, with the agreement of the chief elected official, to designate or certify One-Stop Operators and to terminate for cause the eligibility of such operators.

Four (4) One-Stop Centers in the Cape Fear Local Area have been certified by the NCWorks Commission as NCWorks Career Centers through the process established by the State of North Carolina in partnership with the Cape Fear Workforce Development Board.

Accordingly, the following NCWorks Career Centers are listed:

NCWorks Career Center – Brunswick County

5300-7 Main Street

Shallotte, NC 28740

Current One-Stop Operator– Shallotte Office of the

North Carolina Division of Workforce Solutions

NCWorks Career Center – Columbus County

4564 Chadbourn Highway

Whiteville, NC 28472

Current One-Stop Operator – Southeastern Community College

NCWorks Career Center – New Hanover County

1994 S. 17th Street

Wilmington, NC 28401

Current One-Stop Operator – Wilmington Office of the

North Carolina Division of Workforce Solutions

NCWorks Career Center – Pender County

904-A South Walker Street

Burgaw, NC 28425

Current One-Stop Operator – Burgaw Office of the

North Carolina Division of Workforce Solutions

**NCWorks Career Centers Integrated Service Delivery Model**

North Carolina’s NCWorks Career Center System was established to provide improved performance, more coordinated access to services, and accountability of workforce development service delivery in North Carolina. **The vision for the Career Center System is that all customers of the system will be served by staff organized by function, rather than by program or funding source, through a customer-focused, skill-based, integrated service delivery strategy.**

North Carolina’s NCWorks Career Centers will provide integrated services to better serve customers – both individuals and businesses. This system will feature an integrated customer flow that responds to customer need(s), fulfilled by cross-trained teams, with functional and formal leadership funded by both WIOA Title I and Title III, and other partners, as appropriate.

The NCWorks Career Center system is an integrated service delivery model that operates as a seamless united approach, and emphasizes the need for and support of the Workforce Development Boards (WDBs), the Division of Workforce Solutions (DWS) collaboration across the state. Under this model, DWS and the WDB integrate its staff, and any WIOA contractors, which shifts from program specific organizations to an integrated services approach. All local NCWorks Career Center staff will be integrated into functional units not separated by program or funding stream. While WIOA Title I and Title III funded staff are the foundation of this approach to service delivery, other partners and programs are encouraged to participate in the staffing of a Career Center.

DWS and the WDB are working together to implement an integrated customer flow designed to respond to customer need in addition to program requirements. Staff-assisted services are emphasized and Center services are to be continuously promoted and provided until the customer’s goal has been achieved. The NCWorks Career Center customer flow of services includes three major functions: welcome/assessment, skill development, and employment.

Using regional labor market information, local Centers will design and provide services to meet the needs of employers and jobseeker customers. Career Center customers, if eligible, will be enrolled in the performance pool of both WIOA Title I Adult and Wagner-Peyser. All Trade Act customers will also be enrolled in the performance pool of the WIOA Title I Dislocated Worker Program. WIOA Title I Youth customers are not considered a part of the common customer pool, as the needs and the services available to that population are different.

All NCWorks Career Center customers, including Unemployment Insurance claimants, will be provided with the opportunity to assess their skills, improve their skills, and obtain the best job possible with their skills. The goal is that all jobseekers that enter a NCWorks Career Center will leave as better job candidates because of the value-added services received. DWS and the WDB will develop a system where adults move easily within the labor market, continuing to further their education and training over a lifetime to advance in their careers.

The NCWorks Career Center customer flow will include a standardized initial skills assessment, access to a wide range of skill development services, and include options to improve their employment opportunities through skill upgrading, skill validation, and credentialing.

North Carolina’s NCWorks Career Centers will provide a wide range of short-term skill development opportunities through multiple service delivery methods. All services in this robust “product box” will be available to Center customers, embedded in an integrated customer flow, and easily accessed by all customers with the support of all Center staff.

**One-Stop Operator**

The One-Stop Operator will be expected to:

* Coordinate service delivery among required one-stop partners and service providers
* Manage hours of operation
* Manage partner responsibilities as defined in the Memorandum of Understanding
* Coordinate services for businesses and individuals through an integrated service delivery infrastructure to better meet their needs
* Ensure basic services such as orientations, information on careers and labor markets, and resource rooms are provided
* Follow federal, state, and local area regulations/policies concerning handling of EEO responsibilities, customer complaints, and physical and programmatic accessibility
* Follow appropriate North Carolina Division of Workforce Solutions Policy Statements
* Follow and implement Cape Fear Local Area Issuances
* Report to the Cape Fear Workforce Development Board, as required
* Ensure staff/partners of the NCWorks Career Center receive necessary training in customer service, use of the NCWorks Online system, and partner agency services
* Offer demand-driven resources to the public
* Use employer, customer, and staff feedback to drive the model
* Make decisions/develop strategies based on data and successful practices

**Priority Populations.** WIOA requires states, Workforce Development Boards, and One-Stop Career Centers to connect supports and services for priority populations that lead to long- term employment and outcomes for individuals seeking services, especially those with significant challenges to employment, including:

* Unemployed insurance claimants
* Youth and adults with disabilities
* Veterans
* Low-income residents
* Returning citizens
* Older workers
* Out of school youth

The Career Center will also work closely with local businesses, particularly those in the manufacturing, healthcare, hospitality and technology industries. Additionally, the Career Center will collaborate with partners including community-based service agencies, community colleges, and local and state government.

**Specific Roles and Responsibilities**

NCWorks Commission

As the Governor’s advisory body on workforce development issues, the NCWorks Commission (Commission) is responsible for the coordination of workforce development programs in the state, including the Career Center service delivery system. It is also responsible for oversight of the implementation and operation of the service delivery system and the integrity of the Career Center brand.

The Commission sets forth the minimum standards for the Career Center operation under the brand established for the system. The Commission supports and maintains:

1. A system vision for high quality services.
2. A minimum system of standards for NCWorks Career Center readiness and operation.
3. A continuous improvement process for performance outcomes and customer satisfaction.
4. Oversight of the implementation and operation of the Career Center system and ongoing system building activities.
5. A monitoring and evaluation process for the delivery system that ensures the minimum standards set forth in the certification criteria are met.
6. Methods for the provision of technical assistance to Workforce Development Boards, delivery system operators, management, and staff.

Local Workforce Development Board (WDB)

The WDB is responsible for coordinating and aligning workforce development services and strategies that meet local and regional workforce and economic needs. This is accomplished, in part, by the WDB carrying out its responsibility of developing and overseeing the Career Center system in its local area. The WDB will utilize policies, developed by the Commission on Workforce Development, and its workforce delivery system requirements in establishing local area processes for partner activities. The WDB will:

1. Assure that North Carolina NCWorks Career Centers adhere to the Commission’s policies, as well as any additional standards established by the WDB.
2. Organize, oversee, and support at least one comprehensive Career Center in the area served by the WDB.
3. Coordinate with workforce system management and partners in determining the appropriate workforce services and service access locations, based on local and regional needs.
4. Designate the local area NCWorks Career Center operator(s).
5. Assure that WIOA services provided in the local areas (whether delivered by WDB staff, or by contractors) are delivered in a manner consistent with WDB policies.
6. Assure that a local Memorandum of Understanding is executed between the WDB and the required partners as identified by the WIOA.
7. Provide consistent and continuous oversight and monitoring of the system service delivery in their local area.

WDBs will provide the leadership and advocacy for maintaining a quality and continuous improvement focus in order to ensure excellent customer service in their local Career Centers.

NC Division of Workforce Solutions (DWS)

Operating within the Department of Commerce, the Division of Workforce Solutions (DWS) administers a statewide system of workforce programs that prepare North Carolina’s citizens facing job loss and other serious barriers to employment, for participation in labor force. DWS is the state level administrator of WIOA Title I and Title III, Trade Adjustment Assistance and other workforce development programs and is a key partner in the state’s Career Center System.

1. DWS will provide the administrative/policy guidance and available staffing resources to local Workforce Development boards for the necessary Title I Wagner-Peyser and Trade Act-funded staffing and services required for NCWorks Career Centers.
2. DWS will provide and support Internet-based technology that is an operating, reporting and labor exchange system for programs administered by DWS and supports the integrated services delivery model.
3. DWS will collaborate with the WDB to develop a process whereby the costs of operating local sites are shared among the participating partners.
4. Through its Workforce Development Training Center, DWS will provide and support staff development activities that enhance the implementation of integrated services delivery and quality services to system customers.
5. DWS will collaborate with the WDB in the identification and operation of Career Center sites and in means of delivering workforce services in locations where there is no Career Center.

NC Division of Workforce Solutions Regional Operation Directors (RODs)

The RODs are the local representatives of DWS that will ensure that the DWS’s interests are being met by developing a thorough knowledge and understanding of all programs laws, regulations and policies to ensure proper implementation within the system, including but not limited to: Workforce Innovation and Opportunity Act, Veterans’ Trade Act services, and other related employment and training programs. Their responsibilities will include:

1. Working with the WDB Director to ensure all DWS services are successfully implemented within the common framework of integrated service delivery.
2. Monitoring of primary program performance data, for which DWS is responsible.
3. Working with the Center Manager to ensure all DWS service delivery decisions are in alignment with state, local, and federal policies.
4. Collaborating with the WDB when monitoring the progress of the implementation of state Career Center policies, providing guidance and technical assistance to teams/staff as needed or requested.
5. Collaborating with the WDB to optimize the coordination of customer flow, access to all services, non-duplication of processes, sharing of information and attainment of performance measures.
6. Maintaining regular contact with the WDB to provide updates and data on the progress of implementation of the integrated system and receiving necessary feedback for system and service development.

7. In the absence of a single, competitively procured WDB-designated Center operator, working with the WDB to determine the most qualified, capable Center Manager.

8. Working with the DWS Manager and WDB to ensure that Center members possess the appropriate technical and personal skills, and program knowledge to perform their functional responsibilities and meet performance outcomes of the system.

9. Providing formal supervision to local DWS staff.

10. Where appropriate, serving on the Workforce Development Board as the required public employment service representative.

**Performance Accountability**

In support of the State’s Integrated Service Delivery Framework, it is essential that there is joint accountability to ensure that job seekers get jobs, keep jobs, increase their skills and that employers needs are being met. Having common system/center measures will ensure that our centers and all organizations have a shared accountability for results in our workforce centers. To effectively measure results, workforce partners need common performance measures and indicators to which they are accountable.

Shared Accountability

1. Guiding principles for accountability:

A collaborative workforce development system produces positive results for job seekers and employers.

2 The ultimate objectives of shared accountability are consistent, positive results for customers.

3. Shared accountability assumes accountability for agreed upon outcomes articulated as success indicators of performance and the established levels of performance goals to be attained for these indicators.

4. Partners have direct or indirect responsibility for all outcomes/indicators.

5. Shared accountability does not mean that partners have given up their own specific missions; it means they recognize their connection to the whole system.

**VIII. PROPOSED SCOPE OF WORK WRITTEN NARRATIVE**

**Please note**: Continued use of State merit staff for the provision of Wagner-Peyser Act services or services from other programs with merit staffing requirements is required by the WIOA (**§678.630)** and must be addressed in this proposed scope of work written narrative. CFWDB is requesting a 3-5 page document in size 12 Arial font, with one inch margins, that addresses the following:

1. Describe any previous experience with providing the services listed in the “One-Stop Operator Requirements” section. Describe the staff and/or personnel that will be involved in the project. Specify how many years working in the state of North Carolina, if any, and how much experience working with NCWorks agencies or other workforce development agencies. Two references may be listed, if desired.
2. Describe your plan and approach to implementing the One-Stop Operator and Career Center manager requirements. Provide any other information, innovative practices, or potential ideas you’d like to add.
3. If you are a current WIOA Title I service provider, describe your plan for proper internal controls and firewalls that must be in place to ensure that the entity, in its role as One-Stop Operator, does not conflict with its role of service provider. In your response “clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, relevant Office of Management and Budget circulars, and the State’s conflict of interest policy”. This proposed plan must conform to the specifications in §679.430 for demonstrating internal controls and preventing conflicts of interest.
4. What is your proposed annual cost to fulfill all requirements listed in this RFP? Provide a detailed budget.

**IX. PROPOSAL REVIEW CRITERIA**

1. **Experience and Personnel (40%)** The successful bidder must show experience in similar activities and working knowledge of NCWorks or other workforce development programs/agencies. Personnel assigned to the contract will be experienced and/or well- educated in such endeavors.
2. **Project Approach (40%)** The successful bidder must propose a plan and approach that will demonstrate an understanding of partnership development and coordination. Knowledge and expertise with advising the Board and staff on improving services will be present.
3. **Proposed fees (20%)** The successful bidder will provide a proposed budget and an estimated time commitment which are competitive and reasonable.

**X. CONTRACT REQUIREMENTS**

1. **Administrative Entity Held Harmless**

If awarded a contract, the bidder shall defend, indemnify and hold harmless the CFWDB and Consortium, its officers, agents, member counties and employees from any and all claims and losses incurred by or resulting to any person, firm, or corporation who may be damaged or injured by the bidder in the performance of said contract. The bidder, if awarded a contract, shall maintain at its expense during the term of the contract the following insurance:

1. Workers' Compensation Insurance with the North Carolina statutory limits and an employer’s liability insurance with a minimum limit of $500,000 each accident.
2. Comprehensive General Liability Insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage. Policy shall include contractual liability coverage, and personal injury coverage.
3. **Certification Regarding Debarment and Suspension**

A prospective recipient of federal assistance funds, in accordance with Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, and Executive Order 12689, 2 CFR 215 Appendix A8, page 26297 is required to certify with an official signature on the Debarment and Suspension form that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction with any federal department or agency.

1. **Certification Regarding Lobbying**

Prospective recipients of federal assistance funds must certify with an official signature on the Certification Regarding Lobbying form that no federally appropriated funds have been used or will be used by the prospective recipient for the purpose of lobbying.

1. **Prevention of Fraud and Program Abuse**

To ensure the integrity of the Workforce Development Agency, State of North Carolina programs, special efforts are necessary to prevent fraud and other program abuses. Fraud includes deceitful practices and intentional misconduct, such as willful misrepresentation in accounting for the use of program funds. "Abuse" is a general term which encompasses improper conduct which may or may not be fraudulent in nature. While the Workforce Development Agency, State of North Carolina law and regulations are specific, possible problem areas could include the following: conflict of interest, kickbacks, commingling of funds, charging fees to participants and employers, nepotism and child labor, political patronage, political activities, sectarian activities, unionization and anti-unionization activities/work stoppages and maintenance of effort. Bidders who receive contracts will be required to report immediately any violations in these areas or in problem areas which may later be defined.

1. **Monitoring**

CFWDB staff will be monitoring, auditing, and evaluating services provided under this Request for Proposals throughout the contract period. Contractors must allow Agency staff or its agent full access to all files and records relating directly to Agency funds, participant with proper accounting of such funds and participants.

**Proposal Certifications**

I hereby certify:

that all information contained in this proposal in response to questions concerning the applicant organization, its operation, and its proposed program, is true and accurate; and that if selected, the applicant organization will be bound by the information contained herein as well as by the terms and conditions of the resultant contract or agreement.

Signature: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHMENT A**

**ASSURANCES AND CERTIFICATION**

**General Assurances**

1. The Program Applicant (hereinafter referred to as the “Contractor”) assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act (Public Law 113-128) and its regulations, and the WIOA Local Area Plan approved by the CFWDB, the Chief Elected Official for the Cape Fear Workforce Development Consortium, and the North Carolina Division of Workforce Solutions.
2. The Contractor assures that it will administer its services under the WIOA in full compliance with safeguards against fraud and abuse as set forth in WIOA and the WIOA regulations; that no portion of its WIOA service will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, or political affiliation or belief; that it will target employment and training services to those most in need of them.
3. The Contractor assures that it will administer its services funded under the WIOA in accordance with these provisions: (1) a trainee will receive no payments for training activities in which the trainee fails to participate without good cause; (2) on-the-job training participants will be compensated by the employer at the same rate, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 of the applicable State Minimum Wage Law; and (3) participants employed in activities authorized under the Act must be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938, (b) the minimum wage under the applicable State Minimum Wage Law, or the prevailing rates of pay for individuals employed in similar occupations by the same employer.
4. The Contractor assures that it will administer its services under the WIOA in full compliance with health and safety standards established under State and Federal law and that conditions of employment and training be appropriate and reasonable in light of such factors as the type of work, geographical area and proficiency of the participant.
5. The Contractor assures that all staff and participants/enrollees paid from the grant funds and employed in any service will be covered by workers compensation benefits in accordance with State law; that enrollees in WIOA work-related training will be provided accident or medical insurance to cover any injury resulting from participation in the program; and that enrollees employed in subsidized jobs will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
6. The Contractor assures that no funds available under the WIOA will be used for contributions on behalf of any enrollee to retirement systems or plans; to impair existing conditions for services or collective bargaining agreements; to assist, promote, or deter union organization; and to displace any currently employed worker.
7. The Contractor assures that no enrollee will be employed or fill a job opening when any other individual is on layoff from the same or substantially equivalent job, or when the employer terminates the employment of any regular employee or otherwise reduces its work force with the intention of filling vacancies so created by hiring participants subsidized under the Act; and no funds may be used to create promotional lines that infringe upon any current promotional opportunities.
8. The Contractor assures compliance with all federal rules and regulations which prohibit the use of WIOA funds to lobby the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan. If lobbying has occurred utilizing other than Federal appropriated funds, the contractor agrees to file a disclosure report if applicable.
9. The Contractor assures and certifies that it is in compliance with federal rules and regulations, Debarment and Suspension, 29 CFR Part 98 and is not presently debarred, suspended for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal department or agency.
10. The Contractor assures and certifies that the Contractor has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from participants/enrollees, sub-grantees, and subcontractors and other interested parties.
11. The Contractor will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
12. The Contractor will comply with the provisions of the Hatch Act which limits the political activity of certain State and local government employees.
13. The Contractor will comply with NC-GS-234 which contains a provision that prohibits public officials and employees from having a personal interest in any contract to which she/he is also a party in an official capacity.
14. The Contractor assures and certifies that it will comply with restrictions regarding conducting business with businesses on the Environmental Protection Agency’s List of Violating Facilities. Contracts and subcontracts in excess of $100,000, or circumstances where the Division of Workforce Solutions has determined that orders under an ‘indefinite quantity financial agreement’ in any year will not exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1319 (c)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the Contractor assures that: (1) no facility to be utilized in the performance of the grant has been listed on the EPA List of Violating Facilities; and (2) it will notify the CFWDB, prior to award of the receipt of any communication from the Director of Federal Activities, U.S.E.P.A., indicating that a facility to be utilized for a contract is under consideration to be listed on the EPA List of Violating Facilities.
15. The Contractor assures and certifies that it, and all of its subcontractors, will comply with applicable provisions of the following laws as they relate to employment and training procedures:

|  |  |
| --- | --- |
| 1. The Drug Free Workplace Act 2. The Immigration Reform Act 3. The American’s with Disabilities Act | 1. The Davis-Bacon Act 2. Child Labor Laws 3. The Fair Labor Standards Act |

**Certification**

This is to certify that all specifications contained in the CFWDB’s Request for Proposal have been read, understood, and addressed in the proposal; that the required format has been followed; that all of the information contained in this proposal is true and correct; that the Contractor organization will comply with all of the assurances as contained in this proposal; and that this proposal has been duly authorized by the governing body of the Contractor organization.

**Signature of Authorized Representative Date**

**Printed Name Title**

**ATTACHMENT B**

**STATEMENT OF COMPLIANCE**

As the authorized signatory official for:

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

Submitted Firm/Organization

I hereby certify:

that the above-named proposer is duly approved to submit this application requesting funding under the Workforce Innovation and Opportunity Act (P.L.113-128);

that the above-named proposer does hereby agree to execute all work related to this application in accordance with the WIOA regulations, the North Carolina Division of Workforce Solutions Issuances and Policy Statements, Cape Fear Local Area policies and guidelines, and other administrative requirements issued by the Governor of North Carolina. The vendor shall notify the CFWDB within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments; and

that the above-named proposer will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and

that the contents of the application are truthful and accurate and the above named vendor agrees to comply with the policies stated in this application; and

That the above-named proposer has received and is in agreement with Governor’s Coordination

Criteria for North Carolina’s Workforce Development Programs; and

That this application represents a firm request subject only to mutually agreeable negotiations;

and

that the above-named proposer is in agreement that the Cape Fear Local Area reserves the right to accept or reject any proposal for funding; and

that the above-named proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that if awarded a contract for the service, assures that no subcontracts, grants or assistance will be made, or permitted to any debarred or suspended organization as provided under Executive Order 12549; and

that the above-named proposer waives any right to claims against the members and staff of the Cape Fear Workforce Development Board, Cape Fear Workforce Development Consortium, Cape Fear Council of Governments, or the Cape Fear Local Area in their individual capacities.

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**Authorized Representative Signature Notary Name/Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Affix Notary Seal

**Typed Name/Title**

**ATTACHMENT C**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29CFR Part 98, Section 98.510, Participant Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register. (Pages 19160-19211).

**BEFORE SIGNING THIS CERTIFICATION, READ THE ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION**

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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

SIGNATURE DATE

INSTRUCTIONS FOR CERTIFICATION-LOWER TIER TRANSACTIONS

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies, including suspension and/or debarment, this transaction may be terminated.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred or proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the grantor agency.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred or proposed for debarment, suspended, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. The participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement\_Programsat http://epls.arnet.gov or by calling (202) 219-0132.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred or proposed for debarment, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, this transaction may be terminated.