

# Regional Workforce Alliance



## REQUEST FOR PROPOSALS

Release Date: March 19, 2024

### Regional One Stop Operator Workforce Development Areas (WDA) 1, 2 and 3

WDA 2 (Milwaukee County - Employ Milwaukee, Inc.) in collaboration with WDA 1 (Kenosha, Racine, & Walworth Counties - Southeastern Wisconsin Workforce Development Board), and WDA 3 (Waukesha, Ozaukee, Washington Counties - WOW Workforce Development Board), collectively known as the Regional Workforce Alliance, issues this Request for Proposals for Regional One Stop Operator (OSO) services.

**FUNDING PERIOD:** JULY 1, 2024 – JUNE 30, 2025\*

\*One-year initial contract with possibility for three one-year extensions contingent upon funding and performance.

**RESPONSES DUE:** Friday, April 19, 2024, 4:00pm C.S.T.

Employ Milwaukee is an Equal Opportunity Employer and Service Provider. Auxiliary aids and services are available upon request to individuals with disabilities or language needs at no cost to you. If you need this information interpreted to a language you understand or in a different format, please contact Carrie Hersh ([Carrie.Hersh@employmilwaukee.org](mailto:Carrie.Hersh@employmilwaukee.org) or 414-270-1726). Callers who are deaf or hearing or speech-impaired may reach us at Wisconsin Relay Number 711.

Employ Milwaukee's WIOA Title I Adult/Dislocated Worker Program is funded by Workforce Innovation and Opportunity Act grants provided by the US Department of Labor (USDOL). Any agreements resulting from this RFP may be funded by Employ Milwaukee through the WIOA Adult and Dislocated Worker grants provided by USDOL. The subrecipient must comply with all applicable regulations and the terms and conditions of the WIOA grant provided by USDOL.

# I. Purpose, Funding and Schedule

## A. Purpose of Request for Proposal

Employ Milwaukee, Inc. (EMI) announces the release of Workforce Innovation and Opportunity Act (WIOA) funding to entities providing regional One Stop Operator (OSO) services to begin July 1, 2024. The Regional OSO will provide services to WDA 1 (Kenosha, Racine, & Walworth Counties - Southeastern Works Workforce Development Board), WDA 2 (Milwaukee County - Employ Milwaukee, Inc.), and WDA 3 (Waukesha, Ozaukee, Washington Counties - WOW Workforce Development Board), collectively referred to as the RWA (RWA) partners.

Employ Milwaukee, Inc. (EMI), [www.employmilwaukee.org](http://www.employmilwaukee.org) is the local Workforce Development Board (WDB) serving Milwaukee County, WI. EMI will serve as the Fiscal Agent for the RWA, meaning it will manage the administrative and fiscal components of the contract on behalf of the RWA partners.

## B. Overview of Role of One Stop Operator

### **WIOA Overview**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law by President Barack Obama on July 22, 2014, and went into effect on July 1, 2015. The intent of WIOA is to strengthen the workforce system through innovation and alignment of services to promote individual and economic growth, meeting the business and industry needs in the area.

WIOA funds are awarded to the Chief Elected Officials (CEOs) of a Local Workforce Development Area (LWDA) to serve two primary customers—job seekers and businesses—through a One-Stop system branded as the American Job Center (AJC) system. One of the main purposes is to assist individuals with barriers to employment in increasing their access to employment, education, training, and support so they may succeed in the labor market.

Respondents are strongly encouraged to read the Department of Labor’s WIOA resource page for WIOA information and the latest updates: <https://www.doleta.gov/wioa>.

### **American Job Center System**

The Workforce Investment Act of 1998 (WIA), superseded by the Workforce Innovation and Opportunity Act (WIOA) in 2014, established the American Job Centers (AJCs) system to provide job seekers and employers streamlined access to an array of education, training, and employment services. WIOA built on the value of the AJC network and provides the workforce development system with important tools to enhance the quality of its AJCs.

WIOA reinforced the partnerships and strategies necessary for AJCs to provide all job seekers and workers with the high-quality career, training, and supportive services they need to obtain and maintain good jobs. Such strategies help businesses find skilled workers and access other human resource assistance, including education and training, to meet their current workforce needs. Customers can visit a center in person or connect to the center's information online or, in some cases, through kiosk remote access. The AJC system is coordinated by the Department of Labor's (DOL) Employment and Training Administration (ETA).

**Regional Workforce Alliance  
American Job Center Locations**

<b>WDA 1 (Kenosha, Racine, and Walworth Counties)</b>		
<b>Kenosha County Job Center (Comprehensive)</b>	<b>Racine County Workforce Solutions Job Center (Comprehensive)</b>	<b>Walworth County Job Center (Comprehensive)</b>
8600 Sheridan Road Kenosha, Wisconsin 53143	1717 Taylor Avenue Racine, Wisconsin 53403	400 Co Trunk H Elkhorn, Wisconsin 53121

<b>WDA 2 (Milwaukee County)</b>		
<b>Job Center Central (Comprehensive) (REGIONAL OSO)</b>	<b>Milwaukee Southeast Job Center (UMOS) (Affiliate)</b>	<b>YWCA Southeast Wisconsin Job Center (Affiliate)</b>
4201 N. 27th St., Suite 400 Milwaukee, WI 53216	2701 S. Chase Avenue Milwaukee, WI 53207	1915 N. Dr. Martin Luther King, Jr. Drive Milwaukee, WI 53212

<b>WDA 3 (Waukesha, Ozaukee, and Washington Counties)</b>		
<b>Waukesha County Workforce Development Center (Comprehensive)</b>	<b>Washington County Workforce Development Center (Service Location)</b>	<b>Ozaukee County Workforce Development Center (Service Location)</b>
2607 N Grandview Blvd., Suite 100, Waukesha, WI 53188	2200 Green Tree Road, West Bend, WI 53090	5555 W Highland Road, Mequon, WI 53092

The AJC network includes six (6) core programs: Title I Adult, Dislocated Worker, and Youth programs; the Title II Adult Education and Family Literacy Act (AEFLA) program; the Wagner-Peyser Act Employment Service (ES) program, authorized under the Wagner Peyser Act, as amended by Title III of WIOA; and the Vocational Rehabilitation (VR) program, authorized under Title I of the Rehabilitation Act of 1973, as amended by title IV of WIOA. The AJC network also includes other required and additional partners identified in WIOA. Through the AJCs, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, AJCs and partner staff strive to:

- Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families.
- Provide access and opportunities to job seekers, including individuals with barriers to employment, as defined in section 3(24) of WIOA, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers.
- Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.

- Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.
- Participate in rigorous evaluations that support continuous improvement of AJCs by identifying which strategies work better for different populations.

### **Regional One-Stop Operator**

The management of the American Job Center (AJC) network is the shared responsibility of States, local workforce development boards (WDBs), elected officials, the six (6) WIOA core program partners, required one-stop partners and other additional one-stop partners, AJC operators, and service providers. Through the AJC, the Regional One-Stop Operator (OSO) carries out the activities described below:

- Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the AJC.
- Serves as a neutral liaison between the seven-county region to strengthen relationships and service delivery amongst the AJC's.
- Organizes and integrates AJC services between and within functions, when permitted by a program's authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having AJC staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams) and collaborate within the AJC system.

### **D. Available Funding and Performance Period**

The primary funding source for the services described herein are available through WIOA; therefore, the selected service provider must comply with all federal, state, and local WIOA programmatic requirements including, legislation, rules, regulations and policies.

**The RWA partners have reserved up to \$90,000 for the One Stop Operator, contingent upon PY24-25 WIOA allocations and available funding.**

As fiscal agent, EMI will award WIOA funds to entities that demonstrate an ability to effectively deliver and manage services as described herein. It is EMI's expectation that respondents will be proficient in their understanding of WIOA services and subsequent regulations. EMI will provide technical assistance and training on WIOA regulations and policies. All proposals must be comprehensive and address the full scope of services or demonstrate collaboration with other entities that together will deliver the full scope of services contemplated by this RFP.

**The Regional Workforce Alliance anticipates a contract period of July 1, 2024 - June 30, 2025.**

As fiscal agent, EMI reserves the right to renew contract agreements for up to three (3) additional one-year periods based on the service provider's achievement of benchmarks, funding availability, ability to leverage funds, compliance with WIOA, conformity with the RWA partners' vision for Workforce Development Areas (WDA) 1, 2, and 3, and approval from RWA partners.

EMI plans to award one (1) contract. Additional funds received may be disbursed by expanding existing

programs or by consideration of proposals not initially funded under this RFP. These decisions shall be at the discretion of the EMI WDB with additional approval from RWA partners.

### E. Contract Type

Contracts executed as a result of this RFP process will be paid through cost reimbursement unless otherwise specified. Final contracts will also be subject to any changes in legislation, regulations or policies promulgated by the funding sources. As fiscal agent, EMI reserves the right to vary or change the terms of any contract executed as a result of this RFP, including funding levels, the scope of services, performance standards, referral sources and period of performance, as it deems necessary.

### F. Tentative Schedule of Events

RFP Release		March 19, 2024
Proposer Question Deadline		March 26, 2024
Proposer Question Answer posted		March 29, 2024
Proposal Submission Deadline		<b>April 19, 2024 @ 4pm</b>
Finalist Presentations – Regional WDB Recommendations		May 6, 2024
Employ Milwaukee Program Committee Approval		May 15, 2024
Employ Milwaukee Executive Committee Approval		May 23, 2024
Contract Start Date		July 1, 2024

Employ Milwaukee reserves the right to modify this schedule at any time it deems necessary. Entities may submit questions to [procurement@employmilwaukee.org](mailto:procurement@employmilwaukee.org) until **March 26, 2024, at 4:00 pm CST**. A response to all questions will be available no later than close of business on **March 29, 2024** and posted at [www.employmilwaukee.org](http://www.employmilwaukee.org). If it becomes necessary to revise any part of this RFP, an addendum will also be posted on the EMI website.

### G. Eligible Respondents

The Regional One-Stop Operator (OSO) must be an entity (public, private, or nonprofit) or a consortium of entities that, at a minimum, includes three (3) or more of the required One-Stop partners of demonstrated effectiveness, located in WDAs 1, 2, and 3. Entities selected and serving as OSO are subrecipients of a Federal award and thus are required to follow the Uniform Guidance.

Such entities may include the following:

- Government agencies or governmental units, such as: Local or county governments, school districts, State agencies, and Federal WIOA partners
- Employment Service State agencies under the Wagner-Peyser Act, as amended by title III of WIOA
- Indian Tribes, tribal organizations, Alaska Native entities, Indian-controlled organizations serving Indians, or Native Hawaiian organizations (collectively referred to herein as “Indian Tribes”)
- Educational institutions, such as: institutions of higher education, nontraditional public secondary schools such as night schools, and area career and technical education schools (however, elementary and other secondary schools are not eligible to become a one-stop operator)
- Community-based organizations, nonprofit entities, or workforce intermediaries
- Other interested organizations that are capable of carrying out the duties of the OSO such as a local chamber of commerce, other business organization, or labor organization

- Local WDBs, if approved by the Chief Elected Official (CEO) and the Governor as required in WIOA sec. 107(g)(2)
- Private for-profit entities

Respondents may submit proposals in which subcontractors are identified to provide program components. Respondents may also identify organizations with which they will collaborate to enhance the program design.

**Note:** A joint proposal submission is a collaborative submission by two or more entities. A joint proposal submission should clearly provide the following information in the narrative portions of the proposal:

- Identify the lead agency and the other agency submitting the proposal.
- State the roles and responsibilities of each collaborator.
- Include an organizational chart for each organization and for the collaboration.
- Describe how funds will be allocated within the respective agencies.
- Identify the percentage of each partner’s fiscal responsibility.
- Identify the qualified fiscal agent for the collaborative partnership.

Entities are ineligible if they:

- 1) are currently barred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal or State department/agency or EMI;
- 2) have existing grants with any State, County or City agency that are suspended or otherwise not in good standing; or
- 3) are not in compliance with the Wisconsin Department of Revenue or the Federal Internal Revenue Service requirements.

It is EMI’s expectation that Respondents and their collaborators offer family-supporting wages and competitive benefits to their employees.

## II. Scope of Work

The Regional One-Stop Operator (OSO) serving the RWA will provide a dual role of neutrally addressing the local service needs of each individual WDA, as well as convening system-wide partners and providers in the 7-county region to address regional service needs.

OSO responsibilities include, but are not limited to:

- Serve as the liaison for local and regional service delivery coordination in the American Job Center (AJC) system, inclusive of both comprehensive and affiliate locations.
  - o Facilitate operational improvements within the AJC system.
  - o Convene system-wide workforce partners and providers. (3x per year for each WDA and 2x per year for the region)
  - o Convene system-wide business service partners. (4x per year for the region; each WDA will manage their own local team)
  - o Coordinate with the fiscal agent concerning fiscal data and financial reporting formats and processes.
  - o Provide customer counts and other data from AJC locations that inform cost-sharing, assist with

- entering data into DWD SOLAR system and assist in the completion of the narrative (service delivery) component of the annual one-stop MOUs for each WDA.
- o Assist with completion of bi-annual job center certification for each WDA.
- o Provide monthly reports that summarize regional activity and progress toward measurable outcomes as defined within the scope of work.
- o Attend and present information on regional activities at least two (2) WDB Board of Directors (or designated sub-committee) meetings per program year in each WDA. (6 meetings total)
- o Assist with other regional initiatives as needed per the forthcoming WIOA Regional Plan for WDAs 1, 2 and 3.
- Ensure adherence of the system to local and state policies. Policies of the Wisconsin Department of Workforce Development (DWD) may be found on the DWD's website at <https://dwd.wisconsin.gov/wioa/>.
  - o Coordinate regional policy development and revisions.
  - o Ensure compliance with equal opportunity and civil rights regulations including posters, forms, processes, data collection, accommodations, and scripts.
  - o Serve as the EO officer in WDAs 1 and 3 and coordinate with the EO Officer in WDA 2.
- Assist in building awareness of the AJC system.
  - o DWD will market the overall system, but the RWA and OSO will need to supplement and promote the efforts.
  - o Ensure adherence to American Job Center branding requirements at one-stop locations, on one-stop materials, and on related one-stop websites.
- Develop and implement a regional workforce system staff certification program via video conferencing with emphasis on applicable laws, regulations, customer service and innovation and utilize with pre-post-performance measures, certificates of completion.
- Assess regional training needs of AJC partners and implement necessary developmental models.
- Create regional learning opportunities for service providers, including any non-procured partners in the AJC system. These opportunities may include but are not limited to quarterly Lunch-n-Learn, topical education, and/or training events for front line and supervisory staff of core and partner program that optimizes service delivery.
 

Topics may include but are not limited to: labor market, job demand, industry sectors, unconscious bias, accessibility and accommodations, quality principles of excellence including us/we, 5/10 rule, regulatory and compliance training needs, technology skills and approaches to customer services, best practices in universal intake and concurrent and sequential enrollment, in alignment with system-level agency agendas such as workforce development month, career awareness month, national disability awareness month, apprenticeship week and may include equal opportunity/civil rights compliance training.
- Oversee customer service data collection which would include job center customer count information, agency referrals, and customer satisfaction surveys, and Limited English Proficiency (LEP) data collection and analysis and monthly reporting.
- Perform duties identified for the OSO in federal and state legislation, regulations, policies and procedures.
- Perform other duties as determined by the RWA.

## IV. Submission Requirements and Instructions

The RFP will be available to download from the EMI website: <https://www.employmilwaukee.org/Employ-Milwaukee/Partners/RFPs.htm>. If Respondents are unable to access or download the RFP, they should contact [procurement@employmilwaukee.org](mailto:procurement@employmilwaukee.org) or (414) 270-1726.

## A. Proposal Submission

EMI must receive proposals no later than **4:00 pm (CT) on April 19, 2024**. Please submit proposals electronically to [Procurement@employmilwaukee.org](mailto:Procurement@employmilwaukee.org) . Proposals must include all attachments and signatures. All proposal receipts will be confirmed via email confirmation. If a confirmation is not received, please contact:

Carrie Hersh, Contract Compliance Manager  
(414) 270-1726  
[Carrie.Hersh@employmilwaukee.org](mailto:Carrie.Hersh@employmilwaukee.org)

### **Formatting**

Proposals must be typed in Microsoft Word in a 12-point font, double-spaced, with pages numbered at the bottom of each page, along with the organization's name.

### **Required Proposal Outline and Components**

Each Respondent is expected to submit a proposal in a format suitable for ease of review. **To maintain comparability of proposals, respondents must follow the outline below including all section and sub-section headings exactly as they appear, including all proposal details and within the maximum page limits for each section as specified below.**

Each proposal must contain the following sections in the prescribed order:

**1. Proposal Cover Sheet (Form 1 - Not counted toward the page maximum)**

The cover sheet must be completed by the proposing organization, or lead applicant if the proposal is from more than one organization and signed by an officer authorized to bind the organization to all commitments made in the proposal.

**2. Proposal Checklist (Form 2 - Not counted toward the page maximum)**

It is the Respondent's responsibility to make sure that all required elements and forms are included in the proposal by including a table of contents and submitting a completed Proposal Checklist.

**3. Proposal Summary (Form 3 - Maximum 1 page)**

Please provide an executive summary of your proposal. A copy of this section may be provided to the WDA 1, 2, and/or 3 Board of Directors and/or Board committees involved in the selection process. The proposal summary may also be made publicly available upon request. In addition to a brief narrative, please include:

- Organization name and address (if consortium, list members)
- Proposal primary contact (name, phone number and email address)

**4. Proposal Narrative (Maximum 12 pages total)**

**a. Respondent Qualifications (25 points) – Maximum 2 pages**

1. Provide a brief overview of applicable experience . Describe your vision and mission. and indicate how this proposal relates to your goals.
2. Describe your experience and understanding of WIOA and the local



workforce system. Highlight qualifications that are related to the proposed roles of the One-Stop Operator. Include experience and/or expertise of individual staff members, if applicable.

3. Demonstrate your knowledge and understanding of the American Job Center network and how it operates in WDA 1, 2, and 3, the SE WI Region, and in Wisconsin.
4. Describe your experience managing various state, federal or other government programs including compliance with Equal Opportunity compliance.
5. Provide specific examples where your organization incorporated innovative, flexible, and/or evidence-informed approaches to service delivery.

**b. Design (30 points) - Maximum 5 pages (Complete Form 8-not included in page limit)**

1. Provide a detailed strategy for carrying out the proposed roles and responsibilities of the Regional One-Stop Operator. Where possible, include proposed staffing design, timelines, and expected outcomes. If the bidder represents a consortium, be specific as to what each member's role is and which American Job Centers (AJC) are involved.

2. Describe how you will serve as the intermediary for local and regional service delivery coordination in the American Job Center (AJC) system, inclusive of both comprehensive and affiliate locations.

Please address how you will:

- a. Facilitate operational improvements within the AJC system.
- b. Convene system-wide workforce partners and providers. (3x per year for each WDA and 2x per year for the region)
- c. Convene system-wide business service partners. (4x per year for the region; each WDA will manage their own local team)

3. Describe how you will assist in the development of appropriate mechanisms to collect information and report on progress and performance related to operations, partners, and programs across the local workforce system. Include considerations for collection of customer counts, Limited English Proficiency needs, physical accommodation needs and an evaluation of the need for a referral process for services within and outside the Job Centers.

4. Describe how you will facilitate quality service delivery and continuous operational improvements including but not limited to:

- a. Customer satisfaction measures
- b. Stakeholder satisfaction measures (including but not limited to schools, unions, employers and other community partners)
- c. AJC required partners satisfaction measures

5. Describe how you will ensure compliance with all state and local policies and procedures related to One Stop Centers, including but not limited to Section 188 of the Workforce Innovation and Opportunity Act (WIOA) and the Americans with Disabilities Act. Describe your organization's experience managing various state, federal or other government programs and compliance with EO compliance.

6. Describe how you will communicate with RWA partners on system coordination, current and projected outcomes, opportunities, challenges, and other issues.

**c. Relationships and Collaboration (25 points) – Maximum 2 pages**

1. Describe the partnerships necessary to support your organization in its role as the OSO as well as the current status of these partnerships.
2. Provide evidence of your organization’s success in working with and facilitating diverse stakeholder groups.
3. Describe how your organization will promote a positive and inclusive culture across the local AJCs.
4. Describe how your organization will act as a neutral facilitator in managing mandated partner responsibilities and support implementation of the Memorandum of Understanding (MOU) among partners.
  - a. Include strategies for reaching consensus on infrastructure funding within each WDA.
  - b. How will you facilitate the negotiation of shared delivery costs across required entities within the AJC Network?
5. Describe how your organization will work to resolve grievances or complaints filed by program participants, AJC partners, service providers or other interested parties affected by the local and regional workforce system.

**d. Success Indicators (10 points) – Maximum 2 pages**

1. Describe the indicators, local WDA and regional, that will be used to measure your progress in the execution of the scope of work.

**e. Staffing and Funding Model Design (10 points) – Maximum 1 page**

1. Using the staffing model identified in item b.1 above, describe your staffing plan for carrying out the proposed roles and responsibilities of the OSO. Include position title(s), duties/responsibilities, qualifications, full-time equivalencies, and salary range. An attached job description may satisfy all or part of the response to this item.
2. Please describe how you will identify and budget for the costs associated with carrying out the roles and responsibilities of the OSO. Include how costs will be determined for staffing, physical space, equipment, technology and other allowable expenses. If the Respondent is a consortium, please provide a breakdown of the budgeting responsibilities by member and indicate which member will act as the fiscal agent. Identify any proposed shared costs or in-kind contributions from AJC partners. The purpose of this section is to demonstrate how a budget will be developed, not how much the budget will be. Respondents are not required to submit an actual budget.

**3. Budget Summary (Form 4 which is not counted toward the page limit)**

**4. Budget Narrative (Form 5 which is not counted toward the page limit)**

**5. Compliance Statement (Form 6 - Not counted toward the page maximum)**

**6. Attachments (Not counted toward the page maximum)**

A: Annual Balance Sheet and a Profit/Loss Statement

B: Copy of Annual Audit Report

C: W-9

D: Current Certificate of Liability

Other: Proposer may include a reasonable number of additional attachments that support or provide clarity to the proposal. These attachments may not be used for the purpose of extending the narrative section.

**7. Letters of Support (Not counted toward the page maximum)**

If the proposed One-Stop Operator is a consortium, letters of commitment are required from all consortium members. Letters of support from required One-Stop Center partners are optional but may be included.

***Resources***

List of web-based resources that may be helpful in developing a competitive proposal:

American Job Center System

<https://www.careeronestop.org>

WIOA Overview

<https://www.doleta.gov/wioa/Overview.cfm>

WIOA Titles 1-A and 1-B Policy Manual Chapter 2 – The One-Stop (Job Center) Delivery System

<https://dwd.wisconsin.gov/wioa/policy/#list-chapterTwo>

WOW Workforce Development Board

<http://www.wowwdb.org/homePage.html>

DWD WIOA Resource page

<https://dwd.wisconsin.gov/wioa/>

US Department of Labor WIOA Overview

<https://www.doleta.gov/WIOA/Overview.cfm>

TEGL 16-16 - One-Stop Operations Guidance for the American Job Center Network

[https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=8772](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8772)

TEGL 15-16 Competitive Selection of One-Stop Operators

<https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-15-16>

## V. Proposal Review and Evaluation Process

Applications will be evaluated by a team of reviewers, which may include WDB members, outside experts and staff. An entity's failure to submit a complete proposal or to respond in whole or in part to RFP requirements

may cause EMI to deem the proposal non-responsive and thus ineligible for review.

### A. Fiscal Review

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

### B. Program Narrative Review

Members of the review team will conduct an in-depth assessment of the program narrative section for each proposal. A scoring instrument will be used based on the evaluation criteria listed in the RFP. The review team will perform an in-depth evaluation of all responsive proposals based upon the criteria herein. Prior to its final funding decision, EMI may also:

- 1) Meet with representatives of the responding entity to discuss the proposed program and budget.
- 2) Identify and/or negotiate program or budget changes the responding entity must make as a condition of funding.
- 3) Identify other documentation the entity must provide as a condition of funding.

After analyzing all of the data submitted, and any additional analysis of the geographic distribution of the programs to ensure community access for WDA 1, 2 and 3 residents, as well as coverage of special populations, EMI will select respondents for recommendation to RWA partners, EMI Program Committee, and EMI Executive Committee for approval. Once approved by all RWA partners, EMI may award grant subcontractor agreements to successful respondents.

Entities that fail to meet the evaluation criteria specified herein, or proposals that do not meet the service needs will not receive further consideration for funding. Failure to meet evaluation criteria can include, but is not limited to, non-responsive language in the submission, failure to clearly address all areas in the project narrative as required, lack of required documentation, and proposing programs which do not address the specific needs of the population(s) being targeted.

### C. Past Performance Review

Through this process, EMI will review a respondent's performance on any previous and/or existing WDA 1, 2, or 3 grant agreement(s), as well as check references submitted from other grantors. Achievement of grant agreement outcomes, along with compliance with programmatic and fiscal guidelines and timelines, will be evaluated.

### D. Evaluation Criteria

Proposals evaluated with a score below 31 (out of a possible 100 points) will not be considered. Proposals that do not meet minimum standards will be considered non-responsive. EMI reserves the right to contract with any respondent that falls within the acceptable point range. EMI is not required to contract with the entity receiving the highest score as a result of the proposal review process. Factors such as population served, and geographic need may carry significant weight.

All proposals will be scored according to the evaluation criteria set forth below and ranked from highest to lowest score. A recommended funding level will be determined based on a number of factors including overall ranking of proposal rating scores, the availability of funds, the number of applications submitted, geographic factors, reasonable unit cost as determined by EMI, the need for the proposed services, and past performance.

#### E. Criteria Point Value

<b>Table 3: Criteria Point Value</b>	
Respondent Qualifications	25
Design	30
Relationships and Collaboration	25
Success Indicator	10
Staffing & Funding Model	10
<b>Total Points Available</b>	<b>100</b>

#### F. Limitations

EMI shall not pay for any costs incurred by the applicant agencies in the completion of this RFP. Submission of an RFP does not, in any way, obligate EMI to award a contract. EMI reserves the right to accept or reject any applications, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP, if it is in the best interest of EMI to do so. EMI may require successful applicants to participate in contract negotiations prior to contract finalization. EMI shall reserve the right to terminate, with or without cause, any contract entered as a result of this RFP process.

#### G. Disclaimers

All contract awards by EMI, pursuant to this RFP, are contingent upon the availability of funds. Respondents are liable for all costs incurred prior to final authorization by the WDBs and the execution of a contract with EMI.

EMI also reserves the right to:

- Rescind an award and/or reallocate the funding to another applicant should the successful respondent fail to execute its grant agreement in a timely fashion.
- Increase funding levels for any or all delegate agencies selected pursuant to this RFP, if additional funds become available, based on service provider performance, effectiveness, and other details.
- Change and amend as necessary its policies or procedures governing the delivery or scope of services described herein.
- Perform an assessment of the risk that any recent, current, or potential litigation, court action, investigation, audit, bankruptcy, receivership, financial insolvency, merger, acquisition, or other event might have on an organization’s ability to operate a proposed program.

#### H. Notice of Award

All respondents will be notified by mail as to their award status. Unsuccessful respondents who wish to obtain information on the evaluation of their proposal should submit a written request to this effect to EMI’s Vice President of Programs and Business Solutions at [procurement@employmilwaukee.org](mailto:procurement@employmilwaukee.org).

## I. Protest Procedures to Resolve Procurement Disputes

Any applicant desiring to protest a determination concerning this RFP must file a protest with EMI no later than five (5) calendar days following notification of the WDB vote. All protests shall be submitted in writing to [procurement@employmilwaukee.org](mailto:procurement@employmilwaukee.org), must specify in detail the grounds of the protest, the facts and evidence in support thereof, and the remedy sought. EMI shall resolve any protest based upon the written protest and any oral and written response thereto provided by EMI staff, in conjunction with the Board's consideration of the application and the review panel recommendation. Resolution of the protest shall be by WDB vote and shall be deemed final.

In the absence of a timely and properly submitted written protest, no party responding to this RFP shall be eligible for any remedy.

## J. Disallowed Costs and Cancellations

Successful bidders must accept liability for all aspects of any WIOA program conducted under contract with EMI. Successful bidders will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted. EMI reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program. Bidders must accept liability for all aspects of any WIOA program conducted under contract with EMI.

## K. Contracting

The contract award will not be final until EMI and the respondent have executed a mutually satisfactory contractual agreement. EMI reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to the WDB approval of the award and execution of an award letter and/or full contractual agreement between the successful respondent and EMI. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a bidder fails to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from federal or state governments. EMI reserves the right to determine both the number and the funding levels of contracts finally awarded. Such determination will depend upon overall fund availability and other factors arising during the proposal review process.

## L. Cost and Negotiations

EMI reserves the right to reject any or all proposals received and to negotiate with all offers on modifications to proposals. Bids submitted which are over the maximum amount of funds specified for this RFP will be rejected. The proposal warrants that the costs quoted for services in response to the RFP are not more than those that would be charged any other individual for the same services performed by the bidder.

## M. Modification of Contracts

Any contract awarded pursuant to this RFP may be unilaterally modified by EMI upon written notice to the contractor under the following circumstances:

- a) Contractor fails to meet performance and service expectations set forth in the contract, or
- b) The federal or state government increases, reduces or withdraws funds allocated to EMI, which impact services solicited under this RFP, or
- c) There is a change in federal or state legislation and/or their regulations, local laws, or applicable policies and procedures.

## N. Insurance Levels

EMI expects that the selected provider will secure and keep in force during the term of the agreement, the following insurance coverages, covering provider for all claims of any nature which may in any manner arise out of or result from the provider's performance under this agreement. The provider shall, at its sole cost and expense, provide:

- Commercial General Liability Insurance policy providing coverage against claims for personal injury, death or property damage occurring in connection with the Project. The limits of such insurance shall not be less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate.
- Worker's Compensation coverage consistent with the laws of the State of Wisconsin.
- Commercial Automobile Liability Insurance, including Non-Owned and Hired Auto Liability with a limit of not less than \$1,000,000.
- Commercial Umbrella Liability coverage of at least \$2,000,000.  
A Network Privacy and Security Policy (also known as cyber liability) providing coverage with a minimum limit of \$2,000,000.

## O. Administrative Requirements

This section is a listing of General Administrative Requirements that will be required to be adhered to throughout the term of the grant. EMI is largely funded by federal dollars through the Department of Labor and therefore follows the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements: 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements; Final Rule; 2 CFR Part 2900: DOL Exceptions to 2 CFR Part 200; 48 CFR Part 31; and with additional restrictions imposed based on the individual grant source. Respondents unable to meet these standard requirements will not qualify.*

Proposals must contain a response to this Administrative Requirements section by completing all required Administrative Forms. Failure to respond to a requirement may be cause for rejection of the Respondent's proposal.

- **Adhere to Policies:** At any time, the US Department of Labor or the State of Wisconsin Department of Workforce Development may issue Training and Employment Guidance Letters (TEGL) or other policy. Additionally, Employ Milwaukee may change policies in its plan at any time. These policies may or may not result in changes to fiscal or operational procedures but must be followed. Employ Milwaukee will receive and disseminate all policies directly to the service provider.
- **File Maintenance/ Record Keeping:** Files must be maintained for each participant in manner consistent with federal, state, and local regulations and procedures, and with the WDB File Retention Policy found in the WIOA Plan.
- **Technology:** The Regional OSO will be required to provide their own technology including a computer and cell phone. Wi-Fi connectivity will be made available while onsite at the various one-stop locations.

- **Confidentiality and Security:** The Grantor and the sub-recipient will both engage in measures to protect the confidentiality and to protect against unauthorized access or disclosure of workforce information (including, but not limited to):
  - 1) Limit paper documentation (reports, screen prints, etc.) containing workforce information of a confidential or personal identifiable nature.
  - 2) Store paper information in a place physically secure from access by unauthorized persons.
  - 3) Store and process the data in an electronic format in a way that is secure from access by unauthorized persons.
  - 4) Take precautions to ensure that only authorized personnel have access to the computer systems in which the data is stored.
  - 5) Make the data accessible only to staff who require it in the official performance of their job duties; all data will be kept in the strictest confidence.
- **Source Documents:** The sub-recipient is responsible to comply with regulations which include the collection and storage of customer source documents and have written policies in place for instruction regarding these requirements within its own organization. All customer source documentation shall be kept in an orderly fashion in the customer file.
- **Records Retention:** Participant files shall be maintained for seven (7) years after the last date of service including follow-up. This requirement also pertains to respondents that have been determined eligible but not served and to respondents determined ineligible, refused certification, or otherwise not served. All records pertinent to complaints/grievances/appeals and resolutions must also be retained for seven (7) years.

In addition, the selected sub recipient shall ensure compliance with all the established requirements in the Code of Federal Regulations (CFR); 2CRF200, and

- **Provide EMI personnel access to:**
  - Accounting systems, electronic spreadsheets, general ledger, balance sheets, income and expense reports and all other financial activity reports of the sub recipient.
  - All financial policies and procedures, including billing and collection policies and purchasing and procurement policies.
  - Accounts payable systems and policies
- **Ensure adequacy of agency fiscal systems to generate needed budgets and expenditure reports, including:**
  - Accounting policies and procedures
  - Budgets
  - Accounting system and reports
    - Submit a line-item budget with sufficient detail to permit review and assessment of proposed use of funds for the management and delivery of the proposed services
    - Document all requests for and approvals of budget revisions
    - Establish policies and procedures to ensure compliance with sub grant provisions
    - Document and report on compliance as specified by the grantee
    - Develop and maintain a current, complete, and accurate asset inventory list and a depreciation schedule that lists purchases of equipment by funding source
    - Make the list and schedule available to the grantee upon request



- Ensure that budgets and expenses conform to federal cost principles
  - Ensure fiscal staff familiarity with applicable federal regulations and GAAP
  - Make available to the grantee very detailed information on the allocation and costing of expenses for services provided
  - Have in place policies and procedures to determine allowable and reasonable costs
  - Have in place reasonable methodologies for allocating costs among different funding sources and Employ Milwaukee categories
  - Make available policies, procedures, and calculations to the grantee on request
    - Have in place systems that can provide expenses and client utilization data in sufficient detail to determine reasonableness of unit costs
    - Maintain payroll records for specified employees
  - Establish and consistently use allocation methodology for employee expenditures where employees are engaged in activities supported by several funding sources.
  - Make payroll records and allocation methodology available to grantee upon request.
- **Transparency** – Employ Milwaukee operates under open meeting laws. The selected proposer must be aware of and adhere to open records for all program matters and open meetings where the program is being discussed. Employ Milwaukee considers all records and program plans funded with federal dollars as open records which must be made available to anyone requesting such information.
  - **Data and Customer Tracking Systems**  
 ASSET is the current web-based, state-managed database system that supports workforce systems in Wisconsin. ETO is the current web-based, Employ Milwaukee-managed database that supports workforce systems in Milwaukee County. The successful applicant will be required to use ASSET and ETO to record and track all participant activities, including services rendered and outcomes achieved.
  - **Accessibility and Equal Opportunity**  
 Employ Milwaukee is committed to equal access for all customers to all services. All proposers must ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any federally funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation, or belief. All proposers are expected to demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This involves ensuring that staff receives accessibility training and may involve developing accessibility plans. All respondents must ensure all written materials and communications include the statement: “Reasonable accommodations and auxiliary equipment.”

# FORM 1: PROPOSAL COVER SHEET

Agency Name	Contract Period <b>July 1, 2024 – June 30, 2025</b>										
Agency Address	FEIN:  Agency Fiscal Year <input type="checkbox"/> Calendar <input type="checkbox"/> Other (If Other) _____ to										
Agency Type (Check all that Apply) <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Government</td> <td><input type="checkbox"/> Tribe</td> </tr> <tr> <td><input type="checkbox"/> Private, For Profit</td> <td><input type="checkbox"/> Consortium – Specify Lead Agency and type)</td> </tr> <tr> <td><input type="checkbox"/> Private, Not for Profit</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td></td> </tr> <tr> <td><input type="checkbox"/> County</td> <td><input type="checkbox"/> Other (Specify)</td> </tr> </table>		<input type="checkbox"/> Government	<input type="checkbox"/> Tribe	<input type="checkbox"/> Private, For Profit	<input type="checkbox"/> Consortium – Specify Lead Agency and type)	<input type="checkbox"/> Private, Not for Profit		<input type="checkbox"/> Corporation		<input type="checkbox"/> County	<input type="checkbox"/> Other (Specify)
<input type="checkbox"/> Government	<input type="checkbox"/> Tribe										
<input type="checkbox"/> Private, For Profit	<input type="checkbox"/> Consortium – Specify Lead Agency and type)										
<input type="checkbox"/> Private, Not for Profit											
<input type="checkbox"/> Corporation											
<input type="checkbox"/> County	<input type="checkbox"/> Other (Specify)										

**CONTINUED ON NEXT PAGE**

**FORM 1 – CONTINUED - PROPOSER AGENCY PERSONNEL**

<b>Executive Director's Name</b>	Title	Telephone Number
Mailing Address		Fax Number
		Email Address
<b>Person Responsible for Day-to-Day Operations</b>	Title	Telephone Number
Mailing Address		Fax Number
		Email Address
<b>Chief Financial Officer</b>	Title	Telephone Number
Mailing Address		Fax Number
		Email Address
<b>Person Responsible for Equal Rights/Civil Rights Compliance, Limited English Proficiency</b>	Title	Telephone Number
Mailing Address		Fax Number
		Email Address
<b>RFP Direct Contact</b>	Title	Telephone Number
Mailing Address		Fax Number
		Email Address

## FORM 2: PROPOSAL CHECKLIST

<b>PROPOSAL CHECKLIST</b>	<b>Included/ Complete</b>
Respondent Name:	
<b>RFP FORMAT</b>	
Document meets required format.	
Table of Contents is included	
Document follows outlined sections, and each section is clearly labeled. Page numbers are included.	
Document meets required page limit.	
Correct numbers of copies are included in packet with searchable PDF on a jump drive	

<b>PROPOSAL ORDER</b>	
Form 1: Proposal Cover Sheet	
Form 2: Proposal Checklist	
Form 3: Proposal Summary	
Project Narrative – Maximum 12 pages total	
1. Respondent Qualifications – Maximum 2 pages	
2. Design – Maximum 3 pages	
3. Relationships and Collaboration – Maximum 4 pages	
4. Success Indicators – Maximum 2 pages	
5. Staffing and Funding Model Design – Maximum 1 page	
Form 4: Budget Summary	
Form 5: Budget Narrative	
Form 6: Compliance Statement	
Form 7: Assurances Statement	
Form 8: Design Outcomes	
Attachment A: Annual Balance Sheet and Profit/Loss Statement	
Attachment B: Copy of Annual Audit Report	
Attachment C: W-9	
Attachment D: Current Certificate of Liability	
Optional: Additional attachments	
Optional: Letters of Support	

## FORM 3: PROPOSAL SUMMARY

Summarize the agency's Regional One-Stop Operator (OSO) proposal limited to one-page 8.5x11 inch pages with 12-point text font, single spacing, and 1-inch margins. At a minimum, provide:

- Respondent Name
- Agency Executive Director or Chief Executive Officer, if applicable
- Consortium members and roles, if applicable
- Total Budget Request
- Project Scope
- Service Delivery Model
- Proposed Outcomes
- Past Experience - # years as OSO, # years direct service delivery, # years oversight and administration

# FORM 4: BUDGET SUMMARY

Please access this form in a Microsoft Excel document posted on the Employ Milwaukee website.

<b>BUDGET SUMMARY</b>			
<b>Organization Name :</b>		<b>Contract Number:</b>	
<b>Fiscal Contact Person:</b>		<b>Contract Period:</b>	
<b>Mailing Address:</b>			
<b>Fiscal Contact Phone:</b>			
<b>Fiscal Contact Fax:</b>			
<b>Fiscal Contact E-Mail:</b>			
Subrecipient is aware of the requirement that these funds may not be used to supplant other federal, state, or local funds (specifically TANF, WIOA, FSET & Other Programs) and that funds received by the subrecipient through this grant will be used only for the purposes stated.			
<b>COST CATEGORY</b>	<b>CALCULATION</b>	<b>DESCRIPTION</b>	<b>BUDGET</b>
<b>Personnel</b>	Detail on Schedule A	Detail on Schedule A	\$ -
<b>Fringe Benefits</b>	% of Wages	Example : Includes Health, Dental, Life, Unemployment, Workers Comp and Retirement Benefits	\$ -
<b>Travel</b>	Estimated Costs - Requires breakdown (how are estimated costs determined?)	Example: # of direct staff to ___ conference, travel costs to local centers for training, etc.	\$ -
<b>Staff Training</b>	Estimated Costs - Requires breakdown (how are estimated costs determined?)	List types of training, # of staff, etc.	\$ -
<b>Supplies</b>	Estimated Costs - Requires breakdown (how are estimated costs determined?)	List types of supplies, purpose, etc.	\$ -
<b>Support Services - Transportation</b>	Estimated Costs - Requires breakdown (how are estimated costs determined?)	Example: Bus Tickets & Van Service, etc.	\$ -
<b>Support Services - Other</b>	Estimated Costs - Requires breakdown (how are estimated costs determined?)	Example: Childcare, exam fees, uniforms, ....	\$ -
<b>OTHER COSTS</b>			
<b>Occupancy</b>	Estimated Costs - Requires breakdown (how are estimated costs determined?)	Example: Rent, Depreciation, etc.	\$ -
<b>Utilities</b>	Estimated Costs - Requires breakdown (how are estimated costs determined?)	Example: Telephone, Electric, etc.	
<b>Total Direct Charges</b>			\$ -
<b>Indirect Charges (Fiscal &amp; Administration)</b>	<b>Indirect Cost Calculation (De Minimis, Indirect Cost Rate, CAP, or Negotiated)</b>	Example: Costs will be allocated based upon organizations cost allocation policy. Includes Fiscal, Human Resources, Information Technology and CEO offices	\$ -
<b>FOR-PROFITS ONLY</b>	<b>Profit Amount Exepected</b>	If Non-Profit, enter N/A	
<b>TOTAL BUDGET</b>			\$ -

**Staff Wage Detail**

**Organization Name:**

**Contract Number:**

Staff Name		Job Title	Total Monthly Wage	Percentage Applied to Contract	Months Applied to Contract	Total Charged to Contract
				100.00%		\$ -
				100.00%		\$ -
				100.00%		\$ -
				100.00%		\$ -
				100.00%		\$ -
				100.00%		\$ -
				25.00%		\$ -
				100.00%		\$ -
						\$ -
<b>PROGRAM TOTALS</b>						\$ -
<b>ADMINISTRATIVE STAFF</b>						
<b>ADMINISTRATIVE TOTALS</b>						
<b>TOTALS</b>			\$ -			\$ -

# FORM 5: BUDGET NARRATIVE TEMPLATE

Please access this form in a Microsoft Excel document posted on the Employ Milwaukee website.

<i>Insert Proposer Name Here</i>	
FORM E	BUDGET NARRATIVE - <i>Enter Project Name Here</i>
Project Period: 7/1/23-6/30/24	
<p><i>Employ Milwaukee and sub-contractors are aware of the requirement that these funds may not be used to supplant other federal, state, or local funds (specifically TANF, WIOA, FSET &amp; Other programs) and that funds received by the Employ Milwaukee through this grant will be used only for the purposes stated. Employ Milwaukee has established and adequate fiscal controls in place to ensure that no supplanting of funds will occur.</i></p>	
<b>Personnel</b> - <i>List Each Position title, description, new or existing position-These should correspond with positions listed in the Service Delivery Plan- Add rows as necessary.</i>	<b>Describe % FTE, Annual Salary, Length of contract</b> <b>Example:</b> .05 FTE, \$55,000 annually, 24 months
<b>Total Personnel</b>	\$ -
<b>Fringe</b>	<b>Describe formula used to determine total amount used for Fringe Benefits</b> <b>Example:</b> 40% of Wages to include health, dental, life, disability insurance, FICA, SUTA, and retirement plan contribution
	0
<b>Total Fringe</b>	\$ -
<b>Travel</b>	<b>Clearly describe and provide formula(s) used to determine the total amount requested.</b> <b>Example:</b> 1000miles @\$.56 per mile./ 2 Staff at National Conference and 2 Staff at 2 Regional (Peer to Peer) conferences. Estimate \$1,200 for airfare, \$500 ground travel, hotel \$250 X 8 nights
Local Travel	
Regional & National Conferences	
<b>Total Travel</b>	\$ -
<b>Staff Training/ Development</b>	<b>Clearly describe and provide the formula used to determine the total amount for staff training</b>
	\$ -
<b>Supplies</b>	<i>For each type of supply requested, clearly describe, and provide the formula(s) used to determine the total amount requested for each type of supply (i.e., telephone/cell phones/hotspots, postage, etc.). The total amount for each supply category must equal the amount entered on the respective cell on the Budget Summary Form.</i>
<b>Office Supplies &amp; Postage</b>	
<b>Computer Supplies</b>	
<b>Total Supplies</b>	\$ -
<b>Supportive Services-Transportation</b>	<i>Describe the services to be provided and explain how the estimated costs in this category are determined.</i> <b>Examples</b> could include Bus Tickets, Van Service, etc.
<b>Supportive Services-Other</b>	<i>Describe the services to be provided and explain how the estimated costs in this category are determined.</i> <b>Examples</b> could include but are not limited to childcare, exam fees, uniforms.
<b>Other Costs</b> <i>Add Rows as Needed</i>	<b>Clearly describe all items included as "other" and provide the formula(s) used to determine the total amount requested.</b> <b>Example:</b> Rent, Utilities, Telephone-Cellular Allocated portion of cellular phone costs directly charged to program based upon cost allocation plan. Estimate \$50/month. Other examples include liability insurance, leased equipment, participant incentives, audit costs, contractual arrangements.
<b>Total Other Costs</b>	\$ -
<b>Total Direct Charges</b>	
<b>Indirect Charges (Estimate 10% of Direct Costs) This can be 10% de minimis rate of Direct Costs, or Federally Negotiated indirect Cost Rate)</b>	<b>Describe the formula used to determine indirect cost rate.</b> <b>Example:</b> XYZ Company will charge indirect costs at the 10% de Minimis rate. OR if using the Federally Negotiated rate, enter that amount and include the letter from DOL as an attachment to this proposal
<b>FOR-PROFITS ONLY - Enter Expected Profit Amount</b>	<i>If Non-Profit, Enter N/A</i>
<b>TOTAL BUDGET</b>	\$ -



## FORM 6: COMPLIANCE STATEMENT

### Federal, State and Local Compliance and Statement of Work Regional One-Stop Operator

It is understood and agreed to by both parties, through this Compliance and Statement of Work for the Employ Milwaukee, Inc. (EMI) and REGIONAL One-Stop Operator (OSO) implementing the funding Grant Agreement, that the project and activities performed under this Agreement shall be for the purposes, funded in the amounts, completed within the tie-frames, and governed by any other specified terms and conditions as stipulated in the final executed contract. The REGIONAL OSO response to EMI's Request for Proposals for REGIONAL One-Stop Operator (OSO) Services, and any subsequent revisions, are hereby incorporated into this contract by reference and serve as the basis for execution of this original agreement. It is understood by all parties that the amount of funding in this award may not conform to that which was listed in the Regional OSO's original proposal due to the final procurement determination by EMI. It is further understood the REGIONAL OSO and EMI may be required to amend this agreement in accordance with the Workforce Innovation and Opportunity Act (WIOA) requirements set for by the U. S. Department of Labor or the State of Wisconsin.

REGIONAL OSO agrees to serve as the Program Year 2024 Workforce Innovation and Opportunity Act (WIOA) One –Stop Operator (OSO) for Wisconsin's Workforce Development Areas (WDA) 1, 2 and 3 in accordance with the WIOA (Public Law 113-128; 29U.s.c. Sec. 3101, et. Seq.), its Final Rule (81 FR 56072 and, specifically, 20 CFR78.600-378.635), and all current and future applicable WIOA state and local policies and procedures. Guidance on the implementation and provision of the operational requirements under WIOA pertaining to the One-Stop delivery system can be found in the Department of Labor Training and Guidance Letter (TEGL) No. 16-16, One Stop Operations Guidance for the American Job Center Network, (January 18, 2017).

Other items which become part of the grant include but are not limited to:

- Office of Management and Budgets (OMBs) final guidance on Administrative Requirements, Cost Principles, and Audit Requirements, 2 Codes of Federal Regulations Part 200, including the Department of Labor exceptions codified at 2 CFR Part 2900, which supersede the requirements from OMB Circulars A-21, A-87, A-110 and A-122.
- Circulars A-89, A-102 and A-133; 29 CFR Parts 95, 96, 97 and 99 and the guidance in Circular A-50 on Single Audit Act follow-up unless different provisions are required by the statute or approved by OMB.
- 29 CFR Part38 Implementation of the Nondiscrimination and Equal Opportunity provisions of the WIOA and other applicable civil rights laws.
- Policies and updates issued by the U. S. Department of Labor (DOL) in the form of Training and Employment Guidance Letter (TEGLs) and Training and Employment Notices (TENs).
- Policies and updates issued by the Wisconsin Department of Workforce Development (DWD) Division of the Employment and Training (DET), including Wisconsin Job Center System Guidance Final Draft issued February 19, 2016, and Wisconsin's Workforce and Innovation and Opportunity Act (WIOA) Titles 1-A and 1-B Policy and Procedure Manual.
- The Local Plans, Regional Plans and local policies and applicable procedures for Workforce Development Areas (WDA) 1, 2, and 3.

EMI agrees to pay REGIONAL OSO allowable costs incurred in the execution of this contract up to the awarded amount and not exceeding the awarded amount. All payments are contingent on the availability of federal funds.

Terms and conditions for the Agreement shall be as follows:

REGIONAL OSO will ensure that all staff hired as a result of the Contract understand and conduct business on a day-to-day basis in accordance with WIOA rules and regulations, state policy and guidance and WDA 1, 2 & 3 Policies and Procedures.

Low-income, Veterans and eligible spouses of Veterans (“covered persons”) must be given priority over those non-covered persons (those not low-income, Veterans or eligible spouses of Veterans) following the Priority of Services Policies of WDA 1, 2 & 3 for the receipt of employment, training and placement services provided by WIOA. Priority means that “covered persons” receive priority, in the order as delineated in the WDA 1, 2 & 3 Priority of Services Policies, are entitled to precedence over non-covered persons for services. This means that “covered person” receive access to service earlier in time than a non-covered person. See WDA 1, 2 & 3 Priority of Services Polices for complete details.

**Regional Workforce Alliance  
American Job Center Locations**

<b>WDA 1 (Kenosha, Racine, and Walworth Counties)</b>		
<b>Kenosha County Job Center (Comprehensive)</b>	<b>Racine County Workforce Solutions Job Center (Comprehensive)</b>	<b>Walworth County Job Center (Comprehensive)</b>
8600 Sheridan Road Kenosha, Wisconsin 53143	1717 Taylor Avenue Racine, Wisconsin 53403	400 Co Trunk H Elkhorn, Wisconsin 53121

<b>Job Center Central (Comprehensive) (REGIONAL OSO)</b>	<b>Milwaukee Southeast Job Center (UMOS) (Affiliate)</b>	<b>YWCA Southeast Wisconsin Job Center (Affiliate)</b>
4201 N. 27th St., Suite 400 Milwaukee, WI 53216	2701 S. Chase Avenue Milwaukee, WI 53207	1915 N. Dr. Martin Luther King, Jr. Drive Milwaukee, WI 53212

<b>WDA 3 (Waukesha, Ozaukee, and Washington Counties)</b>		
<b>Waukesha County Workforce Development Center (Comprehensive)</b>	<b>Washington County Workforce Development Center (Service Location)</b>	<b>Ozaukee County Workforce Development Center (Service Location)</b>
2607 N Grandview Blvd, Suite 100, Waukesha, WI 53188	2200 Green Tree Road, West Bend, WI 53090	5555 W Highland Road, Mequon, WI 53092

The REGIONAL OSO will align all programs and services in each WDA with the vision and strategies outlined in each WDA's Local Plan. REGIONAL OSO's approach to OSO management shall be based on LEAN principles and shall employ the Continuous Quality Improvement (CQI) Model. Specifically, as an OSO, the REGIONAL OSO is responsible for coordinating seamless service delivery of required one-stop partners and service providers in all American Job Centers in WDA 1, 2, & 3, both Comprehensive and Affiliate sites. The REGIONAL OSO Quality Assurance (QA) Process shall include, but is not limited to, the following:

- REGIONAL OSO staff shall collaborate with WDA 1, 2, & 3 staff to achieve contract deliverables.
- REGIONAL OSO shall conduct at least quarterly assurance reviews of all WDA 1, 2 & 3 Job Centers, including but not limited to:
  - A review and assessment of the qualitative and quantitative system customer data as reflected in the quarterly OSO report.
  - A review and assessment of the quality and quantity of the services provided as reflected in the quarterly OSO report.
  - A review of supporting documentation, all of which is maintained by the REGIONAL OSO.
- The REGIONAL OSO may be requested by the staff of WDA 1, 2 or 3 to conduct more frequent reviews of any American Job Center site or be requested to review additional elements.
- REGIONAL OSO shall participant fully in quarterly monitoring reviews conducted by the Program Integrity Specialist for this contract. More frequent monitoring reviews may be conducted if warranted.

REGIONAL OSO will disclose any potential conflicts of interest arising from REGIONAL OSO's relationships, as the OSO, with any training service providers or other providers, including but not limited to, career services providers.

**I hereby agree to these terms and conditions.**

---

**Name** **Title** **Date**

## FORM 7: ASSURANCE STATEMENT

I recognize that I must give assurance for each item below. If I cannot, this proposal will be automatically rejected. The assurances are:

1. I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
2. My organization is not currently on any federal, State of Wisconsin, or local debarment List.
3. My organization will provide records to show that we are fiscally solvent and will provide any other information and/or accept and appointment for interview, if needed.
4. We have, or will have, all of the fiscal control and accounting procedures needed to ensure that WIOA funds will be used as required by law and contract.
5. I have read Section V Assurances & Certifications, and our organization is prepared to sign a contract with these requirements.

**We will meet all applicable Federal, State, and local compliance requirements.** These include, but are not limited to:

- Maintaining records that accurately reflect actual performance.
- Maintaining record confidentiality, as required.
- Reporting financial, participant, and performance data, as required.
- Complying with Federal and State non-discrimination provisions.
- Meeting requirements of Section 504 of the *Rehabilitation Act of 1973*.
- Meeting all applicable labor law, including Child Labor Law standards.
- Adhering to the Employ Milwaukee marketing guidelines and committing to using the required funding statements on all materials, including those for outreach.
- Accepting funding for and working within the guidelines of other funding opportunities provided by Employ Milwaukee.

**We will not:**

- Place a WIOA participant in a position that will displace a current employee.
- Use WIOA money to assist, promote, or deter union organizing.
- Use funds to employ or train of persons in sectarian activities.
- Use WIOA funds in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
- Use WIOA funds for lobbying.

**I hereby assure that all of the above are true.**

---

**Name**

**Title**

**Date**

# FORM 8 DESIGN OUTCOMES

OSO Outcomes 20XX	Q1	Q2	Q3	Q4	Details
<b>Communication</b>					
<b>Learning</b>					
<b>Convening</b>					
<b>Continuous Improvement</b>					
<b>Board Presentations</b>					
<b>Compliance</b>					
<b>MOU</b>					
<b>Metrics</b>					
<b>Impact</b>					