# **Regional Workforce Alliance**







# REQUEST FOR PROPOSALS Release Date: April 30, 2025

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, 2025 – JUNE 30, 2026\*

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

**RESPONSES DUE:** May 12, 2025, 12:00pm 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 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 agreement 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.

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# 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, 2025. 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), <u>www.employmilwaukee.org</u> 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. Available Funding and Performance Period

The RWA partners have reserved up to \$15,000 for the One Stop Operator, contingent upon PY25-26 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 familiar within WIOA services and subsequent regulations, but not proficient. EMI will provide technical assistance and training on WIOA regulations and policies. All proposals must be comprehensive and address the full scope of services.

#### The Regional Workforce Alliance anticipates a contract period of July 1, 2025 - June 30, 2026.

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. Contracts executed because 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 because of this RFP, including funding levels, the scope of services, performance standards, referral sources and period of performance, as it deems necessary.

#### C. Regional One-Stop Operator: Role and Goals

The role of the Regional One Stop Operator Liaison (OSO) is to convene public workforce system partners across the 7-county Southeastern Wisconsin region to align and integrate services in support of the Regional Workforce Alliance partners (RWA) and Workforce Development Boards' (WDBs) shared vision. Goals of the OSO are outlined below, and Regional OSO proposals should outline tactics and techniques

to achieve the goals through meetings, facilitated planning sessions, surveys, and/or other means.

1. **Service Coordination and Partner Collaboration**: Organizing regular meetings with one-stop partners to discuss shared goals, such as improving customer satisfaction or leveraging resources for individuals with barriers to employment. Establish and maintain relationships with WIOA-mandated partners and other community-based organizations to streamline services and referrals.

**OSO Role:** Develop annual meeting schedules with quarterly cadence; build meeting agendas to encourage collaboration and information sharing among required partners of the public workforce system; agendas should help achieve OSO goals either as standing agenda items and/or annual activities. Proposer should identify tactics the OSO would lead versus WDBs. *Ex. Proposer suggests facilitating a SWOT analysis at a convening but recommends WDB Director chair the meeting.* 

2. **Accessibility Management**: Ensuring that the one-stop centers are accessible to all individuals, including those with disabilities, and implementing reasonable accommodations.

**OSO Role:** Develop a simple method, such as a one pager, to depict hours and accessibility of American Job Centers. Meet with WDB staff to identify reasonable accommodation at each location and receive information from WDBs on State monitoring of site accessibility. Use quarterly meetings to review and validate information with public workforce system partners.

3. **Customer Satisfaction and Continuous Improvement**: Manage and track customer satisfaction tools to gather feedback, identify trends, and recommend improvements to service delivery. Review customer feedback and make recommendations for service delivery changes to address unfavorable experiences.

**OSO Role:** Receive survey information and other data from WDBs that depicts feedback and trends. Codify the information in a format that can be clearly communicated to public workforce system partners with a goal of continuous improvement. Include annually on meeting agendas for review and action by partners. *Consider providing a tactic to develop improvement options, as needed.* 

4. **Compliance and Reporting:** Document the OSO's role in fostering collaboration, ensuring accessibility, and driving improvement within the one-stop delivery system.

**OSO Role:** Develop a reporting tool that documents activities on a monthly or quarterly basis and includes 1) OSO activities, meeting minutes, American Job Center customer counts (as provided by WDBs), and other information, as needed. Add as report out on quarterly meeting with partners.

Table 1: OSO and WDB Roles and Responsibilities			
Activity	WDBs	OSO	
Strategize agenda items for quarterly meetings	Χ	Χ	
Create agenda, schedule virtual quarterly meetings, take meeting minutes		Х	
Lead quarterly meetings	Χ		
Develop tactics to achieve OSO goals, as needed		Χ	
Provide information, including but not limited to, WIOA, the American Job Center System,	Х		

public workforce system partner contact information, survey results, monitoring results,		
and EO/ADA requirements		
Distill information provided by WDBs into formats and summaries that can be digested		Χ
and acted upon by public workforce system partners at meetings to drive collaboration		
and decision-making		
Develop quarterly reports		Χ
Participate in annual OSO monitoring	Χ	Χ
Provide quarterly report template	Χ	
Provide quarterly report out at meetings	Х	Х

#### D. Tentative Schedule of Events

RFP Release	April 30, 2025
Proposal Submission Deadline	May 12 at 12 PM
Employ Milwaukee Program Committee Approval	May 14, 2025
Employ Milwaukee Executive Committee Approval	May 22, 2025
Contract Start Date	July 1, 2025

Employ Milwaukee reserves the right to modify this schedule at any time it deems necessary. If it becomes necessary to revise any part of this RFP, an addendum will also be posted on the EMI website.

#### E. Eligible Respondents

The Regional One-Stop Operator (OSO) may be a public, private or nonprofit entity. 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-controlledorganizations serving Indians, or Native Hawaiian organizations (collectively referred to herein as "IndianTribes")
- Educational institutions, such as: institutions of higher education, non-traditional 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

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, Kenosha County or Waukesha County;
- 2) have existing grants with any State, County or City agency that are suspended or otherwise not ingood 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 offer family-supporting wages and competitive benefits to their employees.

#### F. Federal Guidance on One Stop Operators

#### **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: <a href="https://www.doleta.gov/wioa">https://www.doleta.gov/wioa</a>.

#### **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

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

WDA 2 (Milwaukee County)				
Job Center Central (Comprehensive)	Milwaukee Southeast Job Center (Chase St.) (Affiliate)	YWCA Southeast Wisconsin Job Center (Affiliate)		
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		

WDA 3 (Waukesha, Ozaukee, and Washington Counties)				
Waukesha County Workforce				
Development Center				
(Comprehensive)	(Service Location)			
2607 N Grandview Blvd., Suite	2200 Green Tree Road,			
100, Waukesha, WI 53188	West Bend, WI 53090			

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.

## G. Calendar

The following is a calendar of activities. These are targets, actual timing or activities may vary.

Month	Activities
Q1: July 1 – September 30	<ul> <li>✓ Review existing OSO Plan</li> <li>✓ Meet with RWA to develop agendas and meeting schedule</li> <li>✓ Create agendas and schedule meetings</li> <li>✓ Develop tactics to achieve goals, as needed</li> <li>✓ Develop overview of quarterly meeting agenda items as a roadmap for achieving goals</li> <li>✓ Participate in quarterly meeting</li> <li>✓ Submit quarterly report</li> </ul>
Q2: October 1 – December 31	<ul> <li>✓ Participate in quarterly meeting or provide agenda for facilitation by the RWA</li> <li>✓ Submit quarterly meeting report</li> </ul>
Q3: January 1 – April 30	<ul> <li>✓ Participate in quarterly meeting or provide agenda for facilitation by the RWA</li> <li>✓ Submit quarterly report</li> </ul>
Q4: May 1 – June 30	<ul> <li>✓ Participate in quarterly meeting</li> <li>✓ Submit quarterly report</li> <li>✓ Submit annual report</li> </ul>

#### 1. Payment

OSO shall invoice EMI quarterly in equal installments. Invoices are due by the 15<sup>th</sup> day after quarter ends.

#### 2. Renewal

Three (3) 1-year renewals may be mutually agreed to by the parties.

# II. Submission Requirements and Instructions

The RFP will be available to download from the EMI website: RFPs If Respondents are unable to access or download the RFP, they should contact procurement@employmilwaukee.org or (414) 270-1726.

#### A. Proposal Submission

EMI must receive proposals no later than **12:00 pm (CT) on May 12, 2025**. Please submit proposals electronically to <a href="mailto:proposal">Procurement@employmilwaukee.org</a>. 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

#### **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 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. <u>Proposal Summary</u> (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 5 pages total)

#### a. Respondent Qualifications (30 points)

- 1. Provide a brief overview of applicable experience, including experience with project evaluation, developing work plans, facilitating focus groups, and collecting data. Include experience and/or expertise of individual staff members, if applicable.
- 2. 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.

#### b. Design (35 points) (Complete Form 8-not included in page limit)

1. Describe how you will help WDBs achieve goal outlined above in Section C.

#### c. Relationships and Collaboration (25 points)

1. Describe your approach to facilitating a focus group to ensure that all participants have an opportunity to contribute meaningfully. How do you manage dominant voices while encouraging quieter participants to share their perspectives? Provide specific strategies or techniques you use to create an inclusive and balanced discussion.

#### d. Funding Model (10 points)

- 1. Please provide a project timeline that includes a quarterly breakdown with cost.
- 2. <u>Compliance Statement</u> (Form 6 Not counted toward the page maximum)
- 3. <u>Attachments</u> (Not counted toward the page maximum)
  A: W-9

B: Current Certificate of Professional Liability

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

### 4. <u>Letters of Reference</u> (Not counted toward the page maximum)

Please provide 3 references from substantially similar work.

#### Resources

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

American Job Center System <a href="https://www.careeronestop.org">https://www.careeronestop.org</a>

**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 <a href="https://dwd.wisconsin.gov/wioa/policy/#list-chapterTwo">https://dwd.wisconsin.gov/wioa/policy/#list-chapterTwo</a>

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 <a href="https://www.doleta.gov/WIOA/Overview.cfm">https://www.doleta.gov/WIOA/Overview.cfm</a>

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

## III. 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. Program Narrative Review

Members of the review team will conduct an 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 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.

#### B. Past Performance Review

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

#### C. 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.

#### D. Criteria Point Value

Table 3: Criteria Point Value		
Respondent Qualifications	30	
Design	35	
Relationships and Collaboration	25	
Funding Model	10	
Total Points Available	100	

#### E. 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.

#### F. 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.
- Cancel the award or issue a stop work order in the event of a funding freeze.

#### G. 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 Contract Compliance Manager at procurement@employmilwaukee.org.

#### H. 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 <a href="mailto:procurement@employmilwaukee.org">procurement@employmilwaukee.org</a>, 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.

#### I. Disallowed Costs and Cancellations

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.

#### J. 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.

#### K. 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.

#### L. 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.

#### M. Insurance Levels

EMI expects that the selected provider will secure and keep in force during the term of the agreement, the insurance coverage that is most appropriate for the scope of the work being performed. This insurance should cover 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 \$500,000 up to \$1,000,000 per occurrence.\*
- 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.\*
- CONTRACTOR shall furnish EMI with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and name EMI, its board, commission, agency, officers, employees and representatives as additional insured and provide for thirty (30) days' advance notice of any change, cancellation, or non-renewal during the term of the Contract.
- The CONTRACTOR shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s)
- No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at EMI's discretion.

#### N. 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):

<sup>\*</sup> Requirements may vary based on scope of work.

- 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 three (3) years after the last date of service including follow-up. This requirement also pertains to respondents that have been determined eligible but <u>not</u> 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. 21.03, Change 1 Local Record Retention Policy (EMI)

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
  - o 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—use systems provided by RWA

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.

### 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 receive accessibility training and may involve developing accessibility plans. All respondents must ensure all written materials and communications include the statement: "Reasonable accommodations and auxiliary equipment.

# FORM 1: PROPOSAL COVER SHEET

Agency Name		Contract Period
		July 1, 2025 – June 30, 2026
Agency Address		FEIN:
		Agency Fiscal Year
		☐ Calendar
		Other (If Other)to
Agency Type (Check all that Apply)		
Government	Tribe	
Private, For Profit	☐ Consorti	um – Specify Lead Agency and type)
Private, Not for Profit		
Corporation		
County	Other (S	pecify)

**CONTINUED ON NEXT PAGE** 

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

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

# FORM 2: PROPOSAL CHECKLIST

PROPOSAL CHECKLIST	Included/ Complete
Respondent Name:	
RFP FORMAT	
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.	

PROPOSAL ORDER	
Form 1: Proposal Cover Sheet	
Form 2: Proposal Checklist	
Form 3: Proposal Summary	
Project Narrative – Maximum 6 pages total	
1. Respondent Qualifications – Maximum 1 page	
2. Design – Maximum 3 pages	
3. Relationships and Collaboration – Maximum 1 page	
4. Funding Model – Maximum 1 page	
Form 4: Compliance Statement	
Form 5: Assurances Statement	
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
- Total Budget Request/Timeline with quarterly rate
- Project Scope

### FORM 4: 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 2025 Workforce Innovation and Opportunity Act (WIOA) One –Stop Operator (OSO) for Wisconsin's Workforce Development Areas (WDA) 1, 2 and 3 in accordance with all applicable WIOA laws, policies, and procedures. 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 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 5: 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 anyother information and/or accept an 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 accurate records.
- Maintaining record confidentiality, 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.

#### We will not:

- Use WIOA money to assist, promote, or deter union organizing.
- Use funds to employ or train people 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

# Appendix for Reference from DWD. Wisconsin.gov and Compliance

# 2.7.3 Functions of the OSO

Effective date: October 1, 2020

Each OSO **must** coordinate the service delivery of required <u>one-stop partners</u> and service providers to ensure meaningful access to all programs through the one-stop delivery system.<sup>1</sup>

Local WDBs may establish additional roles for the OSO, including, but not limited to:

- coordinating service providers within the Job Center and across the One-Stop Delivery System;
- being the primary provider of services within the Job Center;
- providing some of the services within the Job Center;
- coordinating service delivery in a multi-center area, which may include affiliate job centers;
- acting as the Job Center Complaint Coordinator;
- performing other designated functions related to <u>Equal Opportunity and Civil Rights</u>
   <u>Compliance</u>; or
- other allowable functions as determined by the local WDB.<sup>2</sup>

OSO functions must be clearly delineated in the contract agreement between the WDB and the contracted entity and must be adequately funded.

#### The OSO must not:

- convene system stakeholders to assist in the development of the local plan;
- prepare and submit local plans;
- be responsible for oversight of itself;
- manage or significantly participate in the competitive selection process for the OSO;
- select or terminate OSOs, or providers of career and/or youth services;
- negotiate local performance accountability measures; nor
- develop and submit budgets for activities of the local WDB.<sup>3</sup>

OSOs must disclose to the local WDB, in writing, any potential conflicts of interest arising from the relationships of the operators with particular training service providers or other service providers.<sup>4</sup>

OSOs must not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services.<sup>5</sup>

OSOs must comply with federal regulations and procurement policies relating to the calculation and use of profits. $^{6}$ 

- <sup>1</sup> 20 CFR § 678.305(d); 20 CFR § 678.620(a); 81 FR 55876
- <sup>2</sup> 20 CFR § 678.620(a)
- <sup>3</sup> 20 CFR §678.620(b)(1)
- 4 20 CFR § 678.600(e)(1)
- 5 20 CFR § 678.600(e)(2)
- 6 20 CFR § 678.600(e)(3)

### 2.7.5 Monitoring & Oversight of the OSO

Effective date: October 1, 2020

The local WDB must develop a written policy and procedure regarding oversight, monitoring, and evaluation of performance of the OSO. At minimum, this policy must ensure that the following are reviewed annually:

- Performance of each contractually required OSO function; and
- OSO expenditures, to ensure they are within budget and are reasonable, necessary, and allowable in accordance with the Uniform Guidance.

### **Compliance References for Regional OSO Compliance**

(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.