



West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

Issued January 10, 2017

Applications Due January 23rd, 2017 @ 12:30 PM

The West Central Workforce Development Board is requesting applications for a Business Solutions Services Partner. The position may be under the employment of a contracting agency.

Business Solutions Services Partner Responsibilities

Summary: Performs professional work developing functional relationships with area high-demand occupation employers, providing job development and placement, and alignment of job seekers' skills and occupational interests with employer needs. Geographic effort is focused on greater West Central Workforce Development Area which includes: Dunn, Eau Claire, Chippewa, Polk, Pepin, Pierce, St. Croix and Clark Counties.

Job Development/Employer Support

Initiates and maintains ongoing personal contacts with a variety of high-demand occupation business and industry representatives and job placement/training agencies to promote programs for participant placement; makes cold calls to potential employers; explains the benefits and employment support services provided by programs to employers, including addressing employer's special needs; researches Internet, newspapers, agencies, and other resources for job leads; locates jobs for participants who have successfully completed training programs; collects data from employers related to job orders including job requirements and skills; matches job skills with applicant qualifications; refers qualified applicants to employers and conducts necessary follow-up when applicants are placed in positions; keeps updated regarding job fairs and Internet resources; researches various resume programs; participates in outreach and recruitment activities by coordinating and attending job fairs.

Program Support

Effectively market and represent programs, services and customers to employers; assists participants in assessing their job skills for positions; administers and scores standard career assessments; instructs in job seeking, application procedures, resume writing, interview preparation and job retention skills and attitudes; assists participants in preparing job search portfolio; provides labor market and community resource information; maintains contact with employers during the participants' employment and reports results to appropriate staff; prepares forms and reports related to placement activities; tracks participant activity and progress data.

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

Communications

Provides program information to various businesses, schools, chambers of commerce, and committees, and updates information as needed; coordinates business orientations; maintains contact with and assists in researching problems, complaints or concerns; provides networking opportunities between agencies; assists in developing flyers, brochures and other methods to advertise job placement activities; coordinates and distributes information and materials for meetings; keeps current with trends and maintains updated labor market information by researching Web sites, attending meetings, maintaining contacts with various trade schools, and professional/community organizations that are involved in job placement/training activities.

STATEMENT OF WORK

BUSINESS SERVICES SPECIALIST/APPRENTICESHIP LIAISON

The primary goal for the Business Services Specialist is to support expanding Registered Apprenticeships into the three H-1B and high growth sectors: advanced manufacturing, health care and information technology. The primary components will involve outreach with prospective industry contacts and employers, the promotion of new occupations in the three sectors and coordination of apprenticeships in the three sectors with West Central contractors and job centers. Specific activities are:

- Serve as a communication link between businesses and their needs and the workforce development system and its services
- Coordinate services with the West Central Regional Business Services Team, its contractors, One-Stop-Operator Job Center partner agencies and staff to assist customers in locating employment opportunities. Participate in scheduled meetings of the West Central Wisconsin Workforce Development Area.
- Ensure that each customer is prepared for employment by reviewing credentials, certified employment skills competencies, and formal assessment(s). Additionally, ensure each customer develops a professional resume to assist in his/her job search and appropriate interviewing skills.
- Utilize Salesforce CRM as a common employer database and share job leads and employer contacts with the West Central Business Services Team.
- Supervise WAGE\$ liaison for the West Central Workforce Development Board.

- Grants Management as specified in the WAGE\$ Grant Administration Guide Contributing to the development and implementation of an outreach plan (DWD staff will lead this process)
- Scheduling and conducting appointments with area businesses and Community Based Organizations
- Creating and managing an apprenticeship data base\tracking new apprentice signups for advanced manufacturing, health care and information technology
- Providing monthly and quarterly updates on area apprentice activities
- Coordinating introductory meetings for new sector opportunities in advanced manufacturing, health care and information technology
- Participate in monthly apprenticeship liaison conference calls
- Coordinate progress reports with the Workforce Development Board
- Meet performance goals outlined in the WAGE\$ program administration guide

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

- Act as Fiscal Agent to the West Central Wisconsin Workforce Development Board
- Provide supervisory oversight of WAGES Liaison and communicate to the WCWWDB Staff.

Secondary goals for the position is the support of existing local business services teams within the job center system in the West Central. The organization/support of a regional business services team in the West Central Region.

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

Qualifications: Any combination of training and experience which demonstrates ability to perform the duties as described; verified experience in job development/placement in either private or public agencies within the last four years; knowledge of local labor market trends and employment opportunities in both the private and public sectors in West Central Wisconsin; private, local, state, and federal agencies involved in employment development and job placement programs; available community resources and services; principles of marketing and public relations; utilize time management techniques to organize and prioritize work; work independently and meet timelines; coordinate a variety of projects simultaneously; interpersonal skills to work cooperatively and effectively with individuals and groups; interact with students and adults from different cultural and socioeconomic backgrounds.

Additionally, the applicant should show experience which demonstrates the ability to supervise and/or oversee employees; coordinate grants management activities; serve as a fiscal agent.

The application specifications are as follows:

1. For organizations submitting: description of the employing agency, history of previous service provision for these services or similar services through the agency, credentials/references of the employee assigned to the position, time frame for hire and supervision/training/monitoring of the position. Submission of a detailed line item budget and budget back up (format attached). A copy of the agency's independent audit if there is not one on file at the board office.
2. For independent applicants submitting: description of previous similar service contracts/employment, credentials and a set of references. A portfolio of previous projects.

The allowable amount for the project is \$70,000 and will cover the grant period ending 2020.

Potential applicants should contact the West Central Workforce Development Board staff for questions. The contact person is Jon Menz, Executive Director at the West Central Wisconsin Workforce Development Board, 715-235-8393.

All applications are due at the West Central Workforce Development Board offices by 12:30 PM on January 23rd at 12:30pm:

West Central Workforce Development Board
401 Technology Drive East, Suite 400
Menomonie, WI 54751

The RFP selection committee will review applications the week of January 23rd will contact the organization/independent applicant they intend to award by the end of that calendar week.

West Central Wisconsin Workforce Development Board

**Request for Applications
Business Solutions Services Partner**

The maximum allowable amount for the project is \$70,000 with a limitation of 10% in administrative costs for agency proposals. All contracts are contingent on successful budget negotiations after Board approval for the contract.

BUSINESS SOLUTIONS SERVICES PARTNER	
3.5 Year Grant Period	
ADMINISTRATION	BUDGET
Staff Wages	
Staff Fringes	
Accounting	
Advertising	
Audit	
Communications	
Equipment	
Facilities	
Insurance	
Materials/Supplies	
Printing/Copies	
Training	
Travel	
Other (Specify)	
Other (Specify)	
<i>Total Administration:</i>	
CAREER SERVICES	BUDGET
Staff Wages	
Staff Fringes	
Communications	
Equipment	
Facilities	
Materials/Supplies	
Printing/Copies	
Staff Training	
Staff Travel	
Other (Specify)	
Other (Specify)	
<i>Total Career Services:</i>	
TOTAL PROPOSED BUDGET:	

West Central Wisconsin Workforce Development Board

**Request for Applications
Business Solutions Services Partner**

BUDGET NARRATIVE GUIDE

Please include a Budget Narrative along with the Budget form as follows:

Staff Wages - This includes all staff funded under this contract including any executive/consultant costs that are allocated.

For Hourly Staff: Wage Per Hour x # of Hours for each person in grant
Include job title and a description of duties for each hourly staff member.

For Salaried Staff: Annual Wage for each person in grant.
Include job title, description of duties, and percent of time salaried staff member will be funded.

Staff Fringes - Indicate the type of fringe, dollar amount, percent paid, and the position fringe is being expensed to. This needs to be completed for each position being funded by the contract.

Staff Travel - Provide the total number of miles and the reimbursement rate.

Material and Supplies - State the type of materials and cost associated with this category.

Facilities - Provide the cost of the facilities assigned to the contract and detail on how the costs were determined.

Communications - State the type of communication and cost, (Fax, telephone, postage, etc.)

Printing and Copies - Detail of cost of printing and/or copies

Insurance - Detail of cost and type of insurance

Advertising - Type and cost of advertising expense.

Audit - This expense is always an administrative cost. Detail amount and type.

Accounting - This expense is always an administrative cost. Detail amount and type.

Cost Allocation Plan - Enclose a copy of the Cost Allocation Plan.

Other - Expenses not included above are to be itemized with detailed breakout of each cost.

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

WHEREAS, the West Central Workforce Development Board, Inc. (hereafter referred to as Workforce Development Board) vision is to increase the job skills and educational levels, enhance the quality of life for all individuals, while employers' needs are being met and develop a skilled workforce by strategically allocating and coordinating resources to address community needs by working through others for the benefit of all;

WHEREAS, the Workforce Development Board administers funds through the Workforce Innovation and Opportunity Act (WIOA) (hereafter referred to as the Act); and

WHEREAS, the Workforce Development Board desires to engage the Contractor to provide Business Solutions/Apprenticeship services which are consistent with the purpose and goals of the Workforce Development Board;

NOW, THEREFORE, the Workforce Development Board and the Contractor (if awarded) mutually agree as follow:

1. **Program:** The Contractor agrees to provide Business Solutions/Apprenticeship services of the WAGES Grant in strict accordance with this contract and attachments.
2. **Period of Performance:** The period of performance for this contract will begin February 1, 2017 and end February 1, 2020.

The West Central Workforce Development Board reserves the right to extend the contract. The extension is solely the option of the West Central Workforce Development Board and will be based on availability of funds and the past performance of the contractor and the needs of the West Central Workforce Development Board.

3. **Payments, Fiscal Limitations and Requirements/Cost Reimbursement:**

The Workforce Development Board agrees to pay all properly incurred expenses and costs of the Contractor in an amount not to exceed **\$70,000** as limited by the contract budgets attached to, incorporated herein. This is strictly a cost reimbursement contract. No profit will be paid.

- a. Administrative funds will be identified by item. Year-to-date administrative funds will be tracked against the contract.
- b. Payment of administrative funds is limited to **10%** of the invoiced Program expenditures. Over expenditures in this category will not be tracked by West Central Workforce Development Board staff.
- c. Accrued expenses may be allowed on the monthly invoice with prior written approval of the Controller of the West Central Workforce Development Board.

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

- d. Purchases over \$500.00 require three quotes and prior approval of the West Central Workforce Development Board staff.
- e. Purchases over \$5,000.00 will not be allowed under this contract.
- f. The work experience wage category will not be subject to a contract modification or transfer to other cost categories without prior approval of the West Central Workforce Development Board.
- g. Incentive compensation must be in strict compliance with West Central Workforce Development Board policy.
- h. Books/tuition fees line items are not subject to transfer to other cost categories or modification without prior approval of the West Central Workforce Development Board.
- i. **ACORN Prohibition:** No direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors.
- j. All costs submitted for payment must be either direct costs or cost approved through a written cost allocation process previously approved by the West Central Workforce Development Board.
- k. Except for the final invoice, costs invoiced to the West Central Workforce Development Board 30 days after occurrence are not payable.
- l. Expenditure reports submitted to DOL are final. DOL does not allow for modification of invoiced expenditures, no exceptions are allowed.
- m. Training, including customized training, invoices will be reviewed by designated grant managers and forwarded to West Central Workforce Development Board for payments. Invoices submitted to DOL for payment are final.
- n. Wages and allocated costs must be submitted on a monthly basis.
- o. Funds will be surrendered if a position remains vacant for six weeks or more.
- p. Multiple service partners will review each other’s invoices monthly and verify the invoices prior to submission to the fiscal agent.
- q. A final invoice must be submitted within 30 days after the contract end date. Invoices submitted after that time may not be paid.

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

- r. In compliance with Pub. L. 111-117 (Division D, sec. 107), none of the funds appropriated in the Act under the heading "Employment and Training" shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification.

4. **Contract De-obligation** (This process will include DOL/DWD initiated de-obligation)
 - a. A monthly review of the Monthly Budget Schedule will be done. All dollars within a five percent (5%) variance may be de-obligated from the Contract. Administrative funds will be de-obligated in a like percent to training funds.
 - b. Dollar amounts de-obligated will be based on paid expenditure patterns and will be at the sole designation of the West Central Workforce Development Board's fiscal department.
5. **Repayment of Disallowed Costs:** The Contractor agrees to repay in full amount to the Workforce Development Board, any disallowed costs associated with the Program. Repayment must be through non-federally funded money.
6. **Financial Reporting:** The Contractor will submit an invoice by the fifteenth (15th) day following the end of the month. A projected monthly expenditure form may be submitted with the December invoice for the remaining contract period to reflect actual expenditures and to amend projections for the contract period and amount remaining. Submission of projected costs does not insulate the contract from de-obligation. A final and complete invoice shall be submitted within 15 days from the end of the contract date. The Workforce Development Board shall not be responsible for payment of any fees of the Contractor if not received within the 15-day period. No payments will be allowed after the grant closeout is completed by the West Central Workforce Development Board, except in case of an open grievance process.
7. **Program Income:** Where revenues in excess of costs or refunds under this Contract are generated, these funds are considered program income and must be relinquished to the Workforce Development Board.
8. **Contract Modifications:** Either party may, at any time during the term of this Contract, request amendments or modification. All requests must be in writing and will not be authorized until the Contract modification has been properly approved and executed by all signatories thereto. The Workforce Development Board retains the options to assign/modify performance requirements as mandated by DWD or DOL.

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

- a. Budgeted line category expenditures which are less than fifteen percent (15%) do not require prior written notification of the modification to the Workforce Development Board.
 - b. Budgeted line item modifications which are more than fifteen percent (15%) will require a prior written contract modification and will follow contract modification procedures.
 - c. Modifications from one budget category to another require a written contract modification. The budget categories are administration and program/services.
 - d. Contract modifications will be available on a quarterly basis, initiated by either party to the Contract.
 - e. Pending modifications must be completed in a timely manner. Invoices submitted after 30 days of a pending modification will not be paid until the modification is completed.
9. **Termination:** Termination of the Contract and/or modification may be immediate if at any time the State of Wisconsin/Department of Labor cancels, modifies, fails to fund, or negates the grants through which this Contract is funded.

Either party may at any time during the term of this Contract or any extension thereof, end this Contract by giving fourteen days written notice of its intentions to terminate. The Workforce Development Board reserves the right to suspend any and all operations of the Program for violation of the terms of this Contract, the Act, rules, regulations and directives.

10. **Termination for Cause:** If through any cause, the Contractor will fail to fulfill in a timely and proper manner, its obligations under this Contract, or if the Contractor violates the terms of this Contract, including discrimination, gross violations or illegal activities, the Workforce Development Board will have the right to end this Contract by giving written notice to the Contractor specifying the date of termination. In such event, to safeguard records, the Workforce Development Board retains the right to take possession of all documents, including fiscal records, generated under this Contract. The Contractor will not be relieved of any liability to the Workforce Development Board due to breach of this Contract.
11. **Notification of Inability to Complete Services:** The Contractor will notify the Workforce Development Board whenever it is unable to provide the program services specified in the Contract. Upon such notification, the Workforce Development Board will determine whether such inability will require revision or termination of the Contract.
12. **Transparency Act:** 2 CFR Part 170, Appendix A lists the reporting requirements for the Transparency Act. Sub recipients (WDB's in receipt of WIOA Title I formula funds) are required to report the names and total compensation of each of the sub recipients five most highly compensated executives for the most recently completed fiscal year. Total compensation means the cash and

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

noncash dollar value earned by the executive during the recipient's or sub recipient's preceding fiscal year and includes the following (17CFR 229.402(c)(2):

- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
13. **Contract Performance:** Quarterly verification of enrollment, termination and performance numbers will be conducted. Any Contractor not meeting enrollment and/or termination and/or performance goals may have contracted dollars de-obligated from the Contract.
14. **Policies and Procedures:** The contractor and contract staff agree to adhere to the West Central Workforce Development Board's policies and procedures. The training policy and supportive service policy attached to this contract are not subject to modifications or substitutions.
15. **Contractor Staff:** All personnel hired by the Contractors to perform work under this Contract will be within the employ of the Contractor only. Nothing in the Contract will impose any liability or duty on the Workforce Development Board for acts, omissions, liabilities or obligations of the Contractor. Further, neither the Workforce Development Board nor the Contractor nor their agents or employees will be considered to represent themselves to be agents or employees of the other.

Changes in staffing, staff compensation, or benefits must be submitted to the West Central Workforce Development Board prior to the occurrence. All severance agreements are between the Contractor and its staff. Severance payments are not an allowable cost under this contract.

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

Seat Belts: Pursuant to Executive Order 13513 section 54 (April 16, 1997) contractors are encouraged to adopt and enforce on the job seat belt policies and programs for their employees when operating vehicles whether organizationally owned or rented or personally owned.

Text Messaging While Driving: Executive Order 13513 Section 4. Government contractors, subcontractors, and grant recipients are encouraged to adopt and enforce policies that ban text messaging while driving company owned/rented or government vehicles or privately owned vehicles that are used for government business or when performing any work on behalf of the government.

- 16. Records – Access and Maintenance:** The Contractor will establish and maintain for at least seven (7) years from the termination of this Contract, such records as required by the Workforce Development Board. These records include, but are not limited to, all fiscal records, including payroll and purchases, client information, etc., including case notes, and all required WIOA client paperwork. The Workforce Development Board maintains physical custody of ALL exited WIOA program client records in accordance with established policies and regulations.
- 17. Audits and Inspection:** At any time during normal business hours and as often as the Workforce Development Board may deem necessary, in such manner as not to interfere with the normal business operations of the Contractor and with prior notice, the Contractor will make available to the Workforce Development Board, Department of Workforce Development, or the U.S. Department of Labor, for examination all records with respect to all matters covered by this Contract. The Contractor will permit the audit, earnings, and making of excerpts or transcripts from such records and to make audits of all contract invoices, materials, payrolls, record of personnel, conditions of employment and other data relating to all matter covered by this Contract. The Workforce Development Board may request such reports as it deems appropriate.

The Contractor will have a single, organization-wide financial and compliance audit performed by a qualified independent auditor if required to do so under federal law and regulations. This audit will be performed in accordance with Federal Office of Management and Budgets (OMBs) final guidance on Administrative Requirements, Cost Principles, and Audit Requirements, 2 Code of Federal Regulations Part 200, including the Department of Labor exceptions codified at 2 CFR Part 2900. A final copy of the audit report including Act funds will be forwarded to the Workforce Development Board.

All Contractors are required to notify the Workforce Development Board at least 30 days prior to any independent audit. A formal written letter requesting access to specific individual WIOA participant client files must include the following: Full auditor company title, address, and primary point of contact information; identification of requested files (by PIN and full participant name); date(s) the auditor will be on site to review the files. All independent, third party reviews of WIOA participant files will be conducted onsite at the West Central Workforce Development Board offices.

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

18. **Adherence to Federal, State and Local Laws, Regulations, Rules, Directives, Assurances and Ordinances:** The Contractor agrees to conduct any and all activities under this Contract by following all Federal, State, Local or Departmental Statutes, Rules, Regulations, Laws, or Ordinances applicable to contracts of the Workforce Development Board including local policies developed to maintain compliance with the Act. The Contractor further agrees to conduct this Program by following the WIOA regulations and policies in effect at the time. The Workforce Development Board will transmit updates and changes to the Contractor, and the Contractor will, in a timely manner, distribute updates to all staff as appropriate.
19. **Conflict of Interest:** The Contractor and its personnel will avoid organizational and personal conflict of interest and the appearance of conflict of interest in contracting with or otherwise procuring supplies, equipment or services with WIOA funds. A contract entered into in violation of this paragraph is void, and the State or the Workforce Development Board, in whose behalf the contract was made, incurs no liability thereon.
20. **Non-Discrimination:** In carrying out the Program, the Contractor will not discriminate against any participants, enrollee, employee or applicant because of race, color, age, religion, sex, national/ethnic origin, disability, political affiliation or belief, marital status, offender status, sexual orientation, arrest or conviction record or refusal to submit to sexual contact or sexual intercourse. If a violation by the Contractor is identified, the Workforce Development Board will attempt to resolve the issues. Their solution will establish the corrective action to be taken, including a specific time frame to resolve the differences. This resolution also will describe the appropriate sanction that will be imposed if the corrective action is not taken in the time frame established, or if the violation continues after corrective action is required. The resolution process is at the sole discretion of the Workforce Development Board; immediate termination of this contract is an option. The Contractor further agrees to follow 29 CFR Part 37 I implementation of the nondiscrimination and Equal Opportunity provision of the WIOA, other applicable civil rights laws, and the West Central Workforce Development Board's Grievance/Complaint Guide to Resolution.
21. **Dispute Resolution:** In any disagreement between the parties regarding the operation of the Program, the interpretation of application of any and all Federal, State, Local or Departmental Statutes, Rules, Regulations, Laws or Ordinances, and the procedures established by the Workforce Development Board will prevail.
22. **Order of Precedence:** If discrepancies or inconsistencies occur, the following will be used for resolution in order of precedence:
 - 1) Laws and Regulations
 - 2) This Contract
 - 3) The Contract Proposal
 - 4) The Request for Proposal

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

23. **Monitoring:** The Workforce Development Board will provide designated representatives to monitor the Contractor's operation of the Program. Such monitoring may consist of on-site review of the program operations and inspections of program reports, documents, records, and activities ensuring the Contractor's compliance with the WIOA law, contract provisions, and Workforce Development Board policies and procedures. Additional monitoring will consist of direct participant contact, follow-up of placement, service provision or other Contractor provided information. The Contractor agrees to provide assistance with the monitoring process which will be conducted with reasonable prior notice to the Contractor. The Contractor will monitor all projects and/or subcontracts under this contract on a quarterly basis. These monitoring's consist of on-site review of documents, participant records and interview, and fiscal records. A written monitoring report will be issued upon completion of the monitoring. All monitoring findings, comments, and documentation will be available to the Workforce Development Board for review.
24. **Subcontracting:** The Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or any right, title obligation, or interest they may have therein, without the prior written consent from the Workforce Development Board. Any such subcontract, assignment, transfer, subletting, conveyance, or disposition of the contract or any right, title or interest therein without the prior written consent of the Workforce Development Board will relieve the Workforce Development Board of all liabilities and obligations growing out of this Contract to the Contractor or to the person or corporation to which contract will have been subcontracted, assigned, transferred, conveyed, or sublet. Subcontractors, assignees, transferees, or subtleties will forfeit and lose all monies theretofore earned under such contract.
25. **Insurance:** The Contractor will procure and maintain, for the term of this Contract, worker's compensation, comprehensive general liability, and comprehensive automobile liability (if automobiles are used in connection with this Contract) and such other insurance as may be required by law. Coverage for such liability insurance shall be in amounts not less than \$500,000. Upon request the Contractor will furnish the Workforce Development Board with evidence of this insurance.
26. **Educational Linkage:** The Contractor will establish appropriate linkages with Pell eligible educational institutions and shall limit WIOA funded training to amounts necessary to supplement Pell and other non-WIOA financial assistance. The Contractor will maintain in the client file a copy of the Student Aid Report and a Financial Aid Determination Form for Workforce Development Board monitoring.
27. **Indemnification:** The Contractor agrees to pay all debts for labor and/or material contracted by it, if any, and for the rental of any equipment hired by it, if any, for and on account of the services to be performed hereunder. The Contractor will assume the defense of and hold the Workforce Development Board, the Counties, and the Local Elected Officials, and their offices, agents and employees harmless from all suits and claims against any of them arising from any act or omission of the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The indemnification obligation of the Contractor will not be

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

limited in any way by or for the Contractor or any Subcontractor under Worker's Compensation Acts, disability benefits acts, or other employee benefits acts.

28. **Patents, Copyrights:** The Contractor shall comply with the WIOA requirements on patents, copyrights and rights in data.
29. **Publicity:** The Contractor agrees that whenever information related to the Program funded under this Contract appears in the media or in publication, such publicity will include the statement, "Funded by the West Central Workforce Development Board, Inc. and Department of Workforce Development under the Workforce Innovation & Opportunity Act." The contractor agrees to provide all staff funded under WIOA with a business card following the format provided by the Board. Additionally, all staff will identify the job center when answering telephones, emails or other means of communication.
30. **Release:** In consideration of execution of this Contract by the Workforce Development Board, the Contractor agrees that simultaneously with the acceptance of final payments by the Workforce Development Board under the contract they will execute and deliver to the Workforce Development Board an instrument under seal releasing and forever discharging the Workforce Development Board of and from any and all claims, demands, and liabilities whatsoever of every name and nature, both in law and in equity, arising from, growing out of, or in any way connected with this Contract; save only such claims, demands and liabilities as are expressly accepted in this instrument.
31. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a sub-grant or contract under the grant or sub-grant; and ii) any rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

The following needs to be on all products developed in whole or in part with grant funds:

This product was developed through funding provided by the Wisconsin Department of Workforce Development.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes are permissible. All other uses require the prior authorization of the copyright owner."

- 32. Grievance Procedures:** The Contractor will provide a presentation to orient new employees and participants to its WIOA funded program including the rights under nondiscrimination and equal opportunity of WIOA and 29 CFR, Part 37 including the right to file a complaint of discrimination with the Division or the Director of Directorate of Civil Rights of the Department of Labor. This information will be provided to all participants including the use of auxiliary aids and services for persons with disabilities. Included in the presentation, all employees and participants will review a written copy of the Job Center's Grievance Procedure.
- 33. Participant Reporting:** All participants in the Contractor's program must be certified as eligible and registered for the Act by the Workforce Development Board or designee under the applicable regulations before enrollment. No participant may receive services or payment for an activity until certification of eligibility and registration has been completed and a copy of the Registration Form and an Enrollment Form is received by the Contractor.

The Contractor is responsible for information that leads to the accurate and timely submission of all Enrollment/Exit entry into ASSET. Late/inaccurate ASSET entry will be tracked against overall contract performance and may be measured against future funding. Continual inaccurate/late ASSET entry may result in a default status in contract requirements.

The Contractor(s) agree that the client tracking and service provision process will be guided by the West Central Workforce Development Board. The Contractor's staff providing WIOA services will utilize West Central Workforce Development Board forms/procedures and follow policies as directed through West Central Workforce Development Board staff. It is the responsibility of the West Central Workforce Development Board staff to provide training and technical assistance to Contractor(s)/staff on an as-needed basis.

The West Central Workforce Development Board retains the option to assign costs associated with dropped/incomplete training against the contract.

Incomplete, inaccurate, or late paperwork resulting in missed payments for participants will be deducted from the contract. The amount deducted will be comparable to the amount owed for the participant and will be paid to the appropriate vendor on behalf of the participant. Payments will

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

depend on the eligibility of the participant. Administration funds will be reduced in a like amount to the program reduction.

34. **Veteran's Preference:** The Contractor will comply with the Public Law 107-288 implementing priority of services for veterans. The procedure for the implementation will follow guidelines issued by DOL's Training and Employment Guidance Letter (TEGL) 10-09 dated November 10, 2009 provided to the contractor by West Central Workforce Development Board staff as attached to this contract.
35. **Employer Services:** The contractor will maintain a local employer (Business) Services Team and participate in a Regional Employer (Business) Service Team. Any job development activity will be coordinated with the contracted employer services representative.
36. **Performance Requirements:** The Contractor is responsible for recruitment, enrollment, and placement of participants according to the Department of Labor Standards, and Required Performance Standards issued by the Workforce Development Board.
37. **Maintenance of Effort:** The Contractor will comply with the maintenance of effort provisions described as follows:
 - a. Displacements. Programs shall comply with the following:
 - 1) Programs shall result in an increase in employment and training opportunities over those which would otherwise be available in the area.
 - 2) Programs may not result in the total or partial displacement of currently employed workers or reduction in hours of non-overtime work, wages or employment benefits.
 - 3) Program may not impair existing contracts or grants for services nor substitute federal funds to pay for services that would have been funded by other sources.
 - b. Supplanting Funds. Funds shall be used to supplement and not supplant funds that would otherwise be available from non-federal sources for planning and administering programs.
 - c. Hiring Freezes. Participants may not be hired into or remain working in any position when the same or a substantially equivalent position is vacant due to a hiring freeze.
 - d. Layoffs and Recalls. Participants may not be hired into or remain working in any position when any person who is not WIOA-funded is one of the following:
 - 1) A person is on layoff from the same or a substantially equivalent job in the same organizational unit of the same employer; or

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

- 2) A person is on layoff or has been bumped and has recall or bumping rights to that position according to a personnel code or practice or a collective bargaining agreement of the same employer.
 - 3) For purposes of this paragraph, a layoff is in effect until the expiration of the period required by a recall list, or if no recall list or re-employment rights exists, for a period of one year from the last layoff or until the next operating year of the department or agency whichever occurs later.
- e. Promotions. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
38. **Customer Service Process:** It is the responsibility of each Job Center Management Team and WIOA Contractor in the West Central to provide a process that measures the service delivery process for quality and to implement a quality improvement process for all areas of substandard service. The process will include all partner programs, all employer services and all customer services at the Job Center. The process should be an ongoing event and result in, at minimum, quarterly reports to the Job Center Management Team and the West Central Workforce Development Board staff. Customer satisfaction will be measured in the award process for all contracts, both Job Center and single provider. At a minimum, a customer satisfaction survey will be completed at the close of any service component in the ASSET tracking system.
39. **Staff Identification:** All staff funded under any WIOA Title will exclusively utilize the appropriate Job Center identifiers for name tags, identification cards, correspondence, and any public communications. Specific agency identification may be jointly added to the job center information if the agency partially funds the position with its own funds.
40. **Job Center Standards:** The contractor will provide and meet the Job Center Service Standards as required by the DWD. Failure to meet the standards may result in loss of comprehensive status. The standards will be set forth in the Statement of Work in this contract. American Job Center Guidelines will be forthcoming and will need to be adhered to by contractor.
41. **Fee for Service:** Fee for service activities will be bound by the regulations set forth by DWD.
42. **Equipment Purchase:** The purchase of computers must have prior approval of the board staff. Minimum requirements for the computers are: Intel i3 or AMD A series processor or better. 4GB hard drive Windows 7 Pro with a 14" or 15" screen and 3-year warranty. Any other equipment purchase must have written board staff approval.
43. **Clean Air and Federal Water Pollution Control Act (42 U.S.C. 6201)** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

44. **Rights to Inventions Made Under the Contract:** the contractor will comply with the requirements of 37 CFR Part 401 “rights to inventions made by nonprofit organizations and small business firms under government grants.
45. **Solid Waste Disposal Act:** the contractor agrees to comply with section 6002 of the Solid Waste Disposal Act

West Central Wisconsin Workforce Development Board Procurement Policy

I. Procurement Planning

It is the intent of the West Central Workforce Development Board (WCWWDB) to contract all services. As such, the WCWWDB promotes a competitive and open procurement process for the delivery of employment and training programs. The Request for Proposals (RFP) process will be utilized except in the case of State of Wisconsin approved Eligible Training Provider List (ETPL) educational/occupational skills training, an employer-focused project, work experience sites, or other projects where a sole source is required by the grant. All sole source procurements must meet the Workforce Innovation and Opportunity Act (WIOA) requirements of a sole source provider. All procurements will be authorized through the West Central region of the WDB and services provided through a contract or Memorandum of Understanding (MOU).

II. Authority to Take Procurement Actions

WCWWDB staff will be responsible for all procurements authorized by the WCWWDB. The WCWWDB will designate the type of funds, project goals and requirements, and any specific limitations prior to the solicitation. The RFP will be written and released by the WCWWDB administrative staff.

III. Workforce Board Request for Proposals

Prior to the issue of an RFP, the Department of Labor and the Department of Workforce Development’s performance requirements and other contractual requirements to meet these goals will be established by the WCWWDB Program Operations Manager. The Workforce Development Area Plan, and the requirements of the Workforce Innovation and Opportunity Act (WIOA) for each Title, will be the guide for the delivery of services and activities. The WCWWDB staff will specify the services needed, standards to be met, and the administrative and budgetary limits in the RFP. Prior WCWWDB review of the RFP is not required. A public notice of the WCWWDB intent to issue a RFP will be published in area newspapers and on the West Central Workforce Development Board’s Website at www.wdbwcw.org and at each job center within its area. A (RFP) Proposal Review Committee, selected by members of the WCWWDB, will evaluate and rate the proposals, and make a recommendation to the WCWWDB for funding. Potential contractors may be given the opportunity to present their proposal and answer questions at a meeting of the Proposal Review Committee’s prior to making their recommendation for funding.

West Central Wisconsin Workforce Development Board

Request for Applications Business Solutions Services Partner

All contracts issued will be on a cost reimbursement basis. No profit will be allowed in WIOA contracts. The WCWWDB reserves the right to reevaluate all or parts of the competitive procurement process during the second year of each two-year WIOA funding cycle, and utilize the “second year option” in a contract. Prior year service provision, budget, performance, and expenditures will be the primary consideration.

IV. Sole Source Procurement

Any Sole Source procurement will meet the requirements of the WIOA and the regulations issued for the law. All sole source procurements will be authorized by the WCWWDB and approved by the Department of Workforce Development (DWD).

V. Individual Training Accounts

Sole Source procurement will be used for educational/training services that provide associate or technical degree diplomas or a specific occupational skill. The training vendor must be an approved provider on the State of Wisconsin’s ETPL.

VI. Non Request for Proposals Solicitations

Small purchases and/or non-service purchases will follow the procedures in the WCWWDB Financial Procedures Manual.

VII. Participant Assessment

Participant assessments will be provided through an open-end Purchase of Services Agreement with vendors, and will be available to all providers of WIOA services, as well as job center partners. The selection of the assessment will be the responsibility of the Career Services Specialist (CSS) working with the Participant, and be based on the needs of the Participant, location of the assessment facility, type of assessment, the availability of the assessment, and the requirements of the funding source. The assessment process will be requested and paid according to the process described in the WCWWDB Financial Procedures Manual.

VIII. Contract Responsibilities

All contracts are negotiated and written by the WCWWDB Program Operations Manager. The Executive Director will be the signatory for all contracts. Modifications to the contract are the responsibility of the Program Operations Manager for programmatic changes, and the WCWWDB’s staff to communicate with the controller for fiscal changes. The signatory for all modifications, programmatic and/or fiscal, will be the Executive Director. WCWWDB review and approval of specific contracts or modifications is not required. All contracts are subject to the Open Records Law Wis. Stat. §§ 19.31-19.39.