



CENTRAL OKLAHOMA WORKFORCE INNOVATION BOARD

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Fiscal Requirement, Procurement, and Contracting Policy

Approved and Published: December 2025

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The Central Oklahoma Workforce Innovation Board (COWIB) is the policy and guidance board for the Workforce Oklahoma system in Central Oklahoma. We are business leaders with a goal to establish a highly skilled, productive workforce in our 9-county area.

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Purpose

The purpose of the Fiscal Requirement, Procurement, and Contracting Policy is to establish a systematic and orderly method of procuring services, materials, equipment and supplies for the varied programs and activities in the Central Oklahoma Workforce Development Area (COWDA). It will serve and assist the Board of Chief Elected Officials (BCEO) and Central Oklahoma Workforce Innovation Board (COWIB) and their respective committees along with the COWIB Staff (Staff) and others for the COWDA to assure all procurement and contracting is in compliance with Federal and State established rules, regulations and policies. All COWDA procurement and contracting actions will be in conformance with this Procurement and Contracting Policy.

Definitions

Aggregate - The total funds expended and/or accrued expenses for a program year.

Allocation - The process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship.

Award - A contract, grant, sub-contract, sub-grant, or other type of legal instrument that conveys funds.

Board Administrative Costs - Local Board personnel and non-personnel, direct and indirect costs that are associated with the administrative functions of WIOA. Examples: accounting, budgeting, financial, and cash management functions. Payroll functions, personnel management functions, and development of systems and procedures required for administrative functions. Travel cost to carry out administrative activities or the overall management of the WIOA system.

Board Program Costs - Local Board personnel and non-personnel, direct and indirect costs that are associated with the programmatic functions of WIOA. Examples: Program personnel and related non-personnel cost, tracking or monitoring of participant and performance information, performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities.

Contract - A legal agreement used by an entity to procure property or services needed to execute a project or program under a federal award.

Contractor - An entity responsible for providing generally required goods or services. These goods or services may be for the sub-recipient's own use or for the use of participants in the programs. Distinguishing characteristics of a vendor contractor include items such as: providing goods and services within normal business operation, providing similar goods or services to many different purchasers, and operating in a competitive environment. A vendor contractor is not a sub-recipient and does not exhibit the distinguishing characteristics attributable to a sub- recipient as defined above.

Cost Analysis - Is the element-by-element examination of the estimated or actual cost of contract performance to determine the probable cost to the contractor.

Fixed Amount Awards - A type of grant agreement under which the Federal awarding agency or pass-through entity provides a specific level of support without regard to actual cost incurred under the Federal award.

Direct Participant Training Cost - Tuition or instruction payments for participants. Examples: Individual Training Accounts (ITA's), On-the-Job Training (OJT), Incumbent Worker Training, or contracted services for customized training.

Disallowed Costs - Charges to a federal award deemed unallowable by the awarding or passthrough entity due to non-compliance with federal statutes, regulations, or the terms of the award.

Disbursement - The transfer of cash from the grantee to a sub-grantee or other payee, either by check, voucher or an electronic transfer issued to the entity often through an electronic payment system.

Equipment - Tangible personal property (including information technology systems) having useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.00.

Expenditures - Charges made by a non-Federal entity to a project or program for which a Federal award was given.

Fiscal Agent Administrative Costs - Fiscal Agent personnel and non-personnel, direct and indirect costs that are associated with administrative functions of WIOA. Examples are accounting, budgeting, financial, and cash management functions. Payroll functions, personnel management functions, and development of systems and procedures required for administrative functions. Travel cost to carry out administrative activities or the overall management of the WIOA system.

Immediate Family Member - Includes one party with any of the following relationship to another party: (i) Spouse and parents, (ii) Children, and spouses, (iii) Parents, and spouses, (iv) Siblings and spouses, (v) Grandparents and grandchildren, and spouses, (vi) Domestic partner and their immediate families and (vii) Any individual whose close association with the employee is the equivalent of a family relationship.

Micro-Purchase - A simplified acquisition for supplies or services below the micro-purchase threshold (currently \$10,000), designed to expedite small transactions and minimize administrative burden. Threshold adjustments follow Federal Acquisition Regulation (48 CFR Subpart 2.1). It is \$10,000 except as otherwise discussed in Subpart 2.1 of the regulation, but this threshold is periodically adjusted for inflation.

Obligation - The amount of orders placed, contracts and sub-grants awarded, goods and services received, and similar transactions during a given period that will require payment by the grantee during the same or a future period. Obligation is a term that references actions where a legal commitment to pay exists. An obligation may occur at the time the services are rendered, or before services are rendered when a binding agreement has been entered into. Obligations are legal requirements, not

plans, budgets, or encumbrances.

One-Stop Operator Administrative Costs - One-Stop Operator personnel and non-personnel, direct and indirect, costs associated with administrative functions of WIOA. Examples: Payroll, personnel, and property management.

One-Stop Operator Program Costs - personnel and non-personnel, direct and indirect costs that are associated with the programmatic functions of WIOA. Examples: Program personnel and related non-personnel cost, tracking or monitoring of participant and performance information, performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities.

Procurement - The process that leads to the purchase of goods and services, including awards of funds.

Service Provider - Any public agency, private nonprofit organization, or private-for-profit entity that delivers services to participants. Awards to service providers may be made by contract, sub- contract, or other legal agreement.

Service Provision Costs - Service Provider personnel and non-personnel, direct and indirect, costs associated with the provision of services to participants. Example: Case management of participants in career services and training services.

Simplified Acquisition Threshold - For the purposes of this policy, the maximum amount for using simplified procurement methods is set at \$50,000. Although the Federal Acquisition Regulation (48 CFR Subpart 2.1) currently defines the federal Simplified Acquisition Threshold at \$250,000, the State of Oklahoma is exercising its discretion to impose a lower threshold for local procurement activity under 2 CFR 200.320(a). This state-imposed threshold supersedes the federal limit for local application and is subject to revision by the State as necessary.

Sub-recipient - The legal entity to which an award is made and which is accountable to the recipient of grant funds for the use of the funds provided. For WIOA purposes, distinguishing characteristics of a sub-recipient include items such as: determining eligibility of applicants, enrollment of participants, performance measured against meeting the objectives of the program, responsibility for programmatic decision making, responsibility for compliance with program requirements, and use of the funds awarded to carry out a WIOA program or project. Service Providers are considered sub-recipients not contractors.

Supportive Services Costs - Costs for services that are necessary to enable an individual to participate in activities authorized under the WIOA. Examples: transportation, child care, dependent care, housing, and needs related payments.

System Costs - Costs necessary for the functioning of the workforce system. Examples: office supplies, rental and maintenance of office space, utilities, rental or purchase of equipment, assessments, and

other maintenance services.

Fiscal Management

COWIB has established and maintains a financial management system in compliance with generally accepted accounting principles (GAAP) and the requirements of 2 CFR §200.302. This system provides adequate control of funds and other assets, ensures the accuracy of financial data, promotes operational efficiency, and implements internal controls to prevent conflicts of interest (including the appearance of such conflicts) and irregular transactions or activities. COWIB ensures that all required records and reports are consistent in definition, accessible to authorized Federal and State staff, and verifiable for monitoring, reporting, auditing, program management, and evaluation purposes in accordance with WIOA Section 185(a)(1) and (2).

Prohibited Use of Federal Grant Funds

To ensure compliance with 2 CFR §200.405(c) funds from one federal grant may only be used for activities that directly benefit that specific grant. Under no circumstances may funds from one federal grant be used to:

- Overcome funding deficiencies of another grant.
- Circumvent federal regulations, statutes, or grant terms.
- Address outstanding debts from unrelated grants or programs.

Internal Controls

COWIB has established and maintains effective internal controls in accordance with 20 CFR §200.303 to ensure proper management of federal awards and compliance with all applicable federal and state statutes, regulations, and grant terms. These internal controls provide reasonable assurance that funds are used appropriately, financial and programmatic reporting is accurate, and risks of fraud, waste, and abuse are minimized. As part of its oversight responsibilities, COWIB evaluates and monitors sub-recipients' compliance with all relevant laws, regulations, and grant conditions to ensure accountability and program integrity. In instances where noncompliance is identified, whether through routine monitoring, audits, or other oversight activities, COWIB takes prompt corrective action to address deficiencies and prevent recurrence. These measures uphold the integrity of workforce development programs, ensuring that resources are effectively managed and used to support job seekers and employers in the region. More information on COWIB's internal controls can be found in the board's [Accounting & Financial Policies & Procedures Manual](#) located on the board website.

Cost Categories and Limitations

The Title I cost classifications consist of Administration and Program expenses, as outlined in 20 CFR §683.205 and §683.215 of the Federal Register and Section 128(4)(A) of WIOA. All allowable costs must be accurately tracked and allocated to the appropriate funding stream and cost category based on the benefiting program or activity, ensuring compliance with federal and state regulations.

Administrative Costs

Local area expenditures for administrative process under WIOA formula grants are limited to no more than 10% of the amount allocated to the local area under Section 128(b) and 133(b) of WIOA. Allowable costs include:

The costs of administration are that allocable portion of necessary and allowable costs that are associated with the overall management and administration of the workforce investment system and

which are not related to the direct provision of workforce investment activities. These costs can be both personnel and non-personnel and both direct and indirect.

LWDB, local grant recipient, local grant sub-recipient, local fiscal agent, and One-Stop Operator costs associated with the specific functions, identified in 20 CFR 683.215, must be classified as administrative costs. These functions are:

1. **General Administrative Functions:** Costs associated with the overall administration and coordination of WIOA Title I, including:
 - Accounting, budgeting, financial and cash management functions;
 - Procurement and purchasing functions;
 - Property management functions;
 - Personnel management functions;
 - Payroll functions;
 - Coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
 - Audit functions;
 - General legal services functions; and
 - Developing systems and procedures, including information systems required for these administrative functions;
2. **Oversight and Monitoring Responsibilities:** Costs incurred for oversight and monitoring of WIOA administrative functions.
3. **Administrative Goods and Services:** Costs for goods and services required to perform administrative functions, including:
 - Rental or purchase of equipment.
 - Utilities, office supplies, and postage.
 - Rental and maintenance of office space.
4. **Travel Costs:** Travel expenses for conducting official business related to administrative activities or the overall management of the WIOA system.
5. **Information Systems:** Costs related to administrative information systems (e.g., personnel, procurement, payroll, and property management systems), including:
 - Purchase, development, and operational costs.
6. **Sub-recipient or Vendor Administrative Costs:** Awards to sub-recipients or vendors solely for administrative functions are classified as administrative costs.
7. **Allocation of Mixed Costs:** Personnel or non-personnel costs shared between administrative and programmatic functions must be:
 - Allocated to the appropriate cost category based on actual time worked or other equitable methods.
 - Documented with sufficient detail (e.g. timesheets and accounting records.)
8. **Indirect Costs:** Indirect costs identified as administrative must:
 - Be classified based on their function (e.g., rent supporting administrative office space).
 - Be allocated using a documented and equitable methodology, such as a cost allocation plan.
 - Be supported by records, such as invoices, time studies, or usage logs.Examples:
 - Rent for shared spaces: Allocate proportionally based on square footage used for programmatic or administrative activities.

- IT systems: Allocate costs between participant tracking (programmatic) and HR management (administrative).
9. **Continuous Improvement Activities:** Activities focused on improving administrative processes must be classified as administrative costs, with proper documentation.
- Examples:
- Determine the purpose of the activity (e.g., improving participant outcomes or streamlining administrative processes) to classify costs accurately as programmatic or administrative.
 - Maintain supporting documentation, such as meeting minutes, invoices, or project charters.
10. **Relocation Costs of Employees:** Per 2 CFR 200.464, relocation expenses may be considered allowable administrative costs only when relocation is necessary to fill an essential permanent position (minimum 12 months). Such costs must be reasonable, properly documented, and allocated in accordance with applicable cost principles. Oklahoma requires pre-approval and supporting documentation establishing that the relocation is necessary and essential to program operations. However, per COWIB's Personnel Policy & Procedures Manual, COWIB is not responsible for employee relocation costs.

Programmatic Costs

Allowable costs include:

1. **Personnel and Related Non-Personnel Costs:** Costs associated with staff performing both administrative functions and programmatic services or activities must be allocated to the benefiting cost objectives/categories (administrative or program) based on documented distributions of actual time worked or other equitable cost allocation methods.
2. **Costs from Overhead or Indirect Cost Pools:** Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost may be charged as a program cost. Sufficient documentation to identify these costs as programmatic must be maintained. The key to charging indirect costs as program costs is to identify such costs directly as a program cost by function, not by its relationship to costs in the direct cost base.
3. **Sub-recipient and Vendor Costs:** Except as provided under the Administrative Cost Category item 3 above, all costs incurred for functions and activities of sub-recipients and vendors are program costs.
4. **Information Systems Costs:** Costs of the following information systems including the purchase, systems development and operating (e.g., data entry) costs are charged to the program category;
 - Tracking or monitoring of participant and performance information;
 - Employment statistics information, including job listing information, job skills information, and demand occupation information;
 - Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;
 - Local area performance information; and,
 - Information relating to supportive services and unemployment insurance claims for program participants.
5. **Continuous Improvement Activities:**
 - Costs associated with continuous improvement activities must be charged to either the administrative or program category, depending on the purpose or nature of the improvement activity.

- Sufficient documentation must be maintained to justify these costs as programmatic.

Cost Allocation and Documentation

Proper allocation and documentation of costs are essential for ensuring fiscal accountability, compliance with federal regulations, and the effective use of WIOA funds. The following requirements must be adhered to:

1. **Allocation of Costs:** Costs must be allocated appropriately to:
 - a. **The Benefiting Funding Stream:** Costs must be assigned to the specific WIOA funding stream (e.g., Adult, Youth, or Dislocated Worker) that directly benefits from the service, activity, or expense. Allocation should reflect the proportional benefit each funding stream receives.
 - b. **The Appropriate Cost Objective/Category:** Costs must also be categorized as either:
 - i. Administrative Costs: Related to the overall management and oversight of the WIOA program.
 - ii. Programmatic Costs: Directly related to the delivery of services to participants or supporting programmatic functions.
 - iii. Mixed costs (those benefiting both administrative and programmatic functions) must be allocated proportionally to each cost category.
 - c. **Compliance with Cost Allocation Standards:** All allocation methods in the sub-recipient's approved Cost Allocation Plan must comply with 2 CFR §200.416 (Cost Allocation Standards). Allocation methods must be equitable, reasonable, and consistently applied.
2. **Documentation Requirements:** Sub-recipients must maintain clear and verifiable records for all allocated costs. Documentation must:
 - a. **Clearly Identify:**
 - i. Purpose: Why was the cost incurred and how it benefits the funding stream and cost category.
 - ii. Function: The activity or objective the cost supports (e.g., administrative oversight or participant training).
 - iii. Allocation Methodology: How the cost was distributed across funding streams and categories.
 - b. **Include Supporting Evidence:** Documentation must substantiate the allocation and use of funds. Examples of acceptable documentation include, but are not limited to:
 - i. Timesheets: Records showing the distribution of staff time across funding streams and activities.
 - ii. Invoices: Bills that clearly detail goods or services provided and their intended use.
 - iii. System Reports: Reports from case management or accounting systems showing allocations and expenditures.
 - iv. Participant Data Records: Records linking costs to participants served by specific programs.
 - c. **Ensure Completeness and Accuracy:** Documentation must be detailed, consistent, and readily available for review during audits or monitoring.

COWIB's Cost Allocation Plan can be found on the website, <https://cowib.org/about/policy-procedure/cost-allocation-plan/>.

Program Income and Cash Management

Program Income

Program income means gross income earned by a non-Federal entity that is directly generated by WIOA-supported activities or earned as a result of the WIOA award during the period of performance. Program income should be minimal, and subrecipients must minimize excess cash-on-hand.

Program Income Requirements for Subrecipients

Subrecipients generating program income under a Local Board subaward may retain such income only when it is used to support allowable WIOA activities and costs. Subrecipients must comply with all of the following:

1. Use before requesting cash: Program income must be used before requesting additional WIOA funds from the Local Board.
2. Use within the applicable period: Program income must be used prior to submission of the final fiscal report for the program year (or other defined funding period) to which the earnings are attributable, unless otherwise directed in writing by the Local Board.
3. Return if not usable: Program income must be returned to the Local Board if it cannot be used for allowable WIOA purposes.
4. Program income from WIOA-funded assets: Program income generated from WIOA-funded equipment or other WIOA assets after the funding period of the funds that purchased the asset must be reported in an open year, as directed by the Local Board, and expended prior to the end of the period of availability of those funds.
5. FIFO tracking: Subrecipients must track program income and expenditures on a first-in, first-out (FIFO) basis (the first income earned is the first income spent).
6. Noncompliance/recapture: Program income not used in accordance with this section or not returned when required is subject to recapture by the Local Board and may result in corrective action.
7. Fee-for-service use (incumbent worker activities): Employers may use WIOA-funded services, facilities, or equipment on a fee-for-service basis to provide employment and training activities to incumbent workers only if:
 - a. the services, facilities, or equipment are not being used by eligible participants;
 - b. the employer's use does not affect the ability of eligible participants to access and use the services, facilities, or equipment; and
 - c. fees collected are treated as program income and used to carry out programs authorized under WIOA.

General Program Income Instructions

1. Program income must not be used for disallowed costs.
2. Receipt and disbursement of program income must be reported on required Local Board/state fiscal reporting forms, including monthly/quarterly expenditure reports as applicable.
3. Program income must be traceable through the subrecipient's financial management system, with adequate documentation of the source, amount, date received, expenditure, and remaining balance.

Method of Management—Addition Method (2 CFR 200.307)

All program income must be managed using the Addition Method, meaning program income is added to the WIOA award and must be used for allowable activities that support the same goals as the original award. The award amount does not change; however, program income must be tracked and expended as an additional WIOA resource.

To calculate program income, subrecipients may use either method below, applied consistently and documented:

- Net Income Method: total income less allowable costs directly associated with generating the income.
- Gross Income Method: total income earned, with associated costs charged separately to the grant.

To track expenditures, subrecipients must use one of the following approaches, applied consistently and documented:

- Separate Accounting Method: program income is tracked and expended through a separate account/ledger structure distinct from original award funds.
- Transfer of Expenditures Method: allowable costs may be charged initially to the grant and later reclassified to the program income account/ledger to reflect use of program income in place of federal funds.

If program income is earned in pooled or shared accounts and exact balances by funding stream are difficult to track due to timing, subrecipients must implement a consistent and reasonable allocation methodology (e.g., drawdown-based or monthly average percentages) and document that methodology. Allocation must be supportable and reported accurately on required fiscal reports.

Cash-on-Hand Requirements (2 CFR 200.305)

Subrecipients must manage cash flow in accordance with federal cash management standards to ensure federal funds are drawn only when needed and are disbursed promptly. Excess cash-on-hand is not permitted. Before requesting additional funds, all previously drawn cash, including program income, must be fully expended. Drawdown/reimbursement requests submitted with unliquidated cash balances may be delayed or denied.

At minimum, subrecipients must:

1. Spend program income prior to requesting new drawdowns/reimbursements;
2. Report program income receipts and disbursements on required monthly/quarterly expenditure reports; and
3. Maintain clear records showing drawdowns, expenditures, program income activity, and allocation to applicable funding streams, activities, and cost objectives.

Procurement and Contracting Requirement

The contract procurement requirement for grantee or sub-grantee/non-Federal entities (other than States), including sub-recipients of a State, can be found in the Federal Register Vol. 78 No. 248 2 CFR Chapter I, Chapter II, Part 200 Sec. 200.318 through 200.326. These provisions require that the non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

Each sub-recipient must maintain a written procurement policy that aligns with these regulations. Additionally, each sub-recipient must have a written code of conduct governing the performance of Local Workforce Development Board (LWDB) members, Youth Councils, employees, and agents involved in contract award and administration. COWIB's Code of Conduct is incorporated within its bylaws, which are publicly accessible on COWIB's website, <https://cowib.org/>.

Code of Conduct

Each sub-recipient's Code of Conduct must clearly address conflicts of interest to maintain ethical and unbiased procurement practices. This includes:

1. **Staff Conflicts of Interest:** Officers, employees, or agents of the agency responsible for awarding contracts must maintain ethical standards by avoiding any conflicts of interest. The following guidelines apply:
 - a. **Prohibited Actions:** Officers, employees, or agents must not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, vendors or parties to sub-agreements.
 - b. **Avoiding Conflicts of Interest:** Sub-recipients must ensure that no individual involved in decision-making engages in activities related to the selection, award, or administration of a contract if a conflict of interest, or even the appearance of one, could arise.
 - c. **Circumstances Constituting a Conflict of Interest:** A conflict of interest occurs when a financial or other significant interest in, or the potential to receive a tangible benefit from, any individual, firm, or organization being considered for or participating in any procurement activity (regardless of the contract size or procurement method) is held by any of the following:
 - i. An individual involved in the decision-making process,
 - ii. An immediate family member of the individual,
 - iii. The individual's partner, or
 - iv. An organization that employs or plans to employ any of the individuals listed above.
 - d. COWIB's staff Conflict of Interest policy and Code of Ethics can be found on the website at, <https://cowib.org/about/policy-procedure/personnel-policy/>.
2. **Conflicts of Interest on LWDBs, General Councils, or Committees:** Members of the Local Workforce Development Board and those on general councils or committees must avoid conflicts of interest when involved in matters that could result in direct financial benefits to themselves, their immediate family members, partners, or the organizations they represent. This includes conflicts related to service provision or other board decisions.
 - a. **Declaration of Possible Conflicts:** Each Code of Conduct must clearly outline when members are required to declare potential conflicts of interest. At a minimum, members must declare a possible conflict in the following circumstances:
 - i. When the member or an immediate family member is an employee or volunteer board member of a nonprofit organization submitting a bid.
 - ii. When the member is voting on proposals, contracts, local plans, or other matters where a real, apparent, or perceived conflict of interest may exist.
 - b. **Abstention from Voting:** The Code of Conduct must specify when members are required to abstain from voting to avoid conflicts of interest. The following rules apply:
 - i. Members must not vote on any matter involving the provision of services by themselves, their immediate family members, or the organizations they directly represent.
 - ii. Members must abstain from voting on matters that would provide a direct financial benefit to themselves, their immediate family members, or their organizations.
 - iii. Members must not vote on matters involving service providers or organizations in direct competition with a proposal or bid that would provide a financial benefit to the members.

- c. **Abstention from Participation:** The Code of Conduct must address circumstances where members, employees, officers, and agents must refrain from participating in procurement processes to avoid conflicts of interest. This includes, but is not limited to:
 - i. Making decisions about contracts involving the organization they represent or from which they or their immediate family members receive direct financial benefit.
 - ii. Engaging in activities such as discussing, lobbying, rating, scoring, recommending, explaining, or assisting in the design or approval of the procurement process.
 - iii. Participating in negotiations of contracts on behalf of the organization they represent.
 - d. **Documentation of Recusals and Abstentions:** All recusals and abstentions made under this section must be publicly stated during the meeting and recorded in the official meeting minutes. Members who abstain shall not be counted toward quorum for that particular vote, and the remaining quorum requirements shall be recalculated in accordance with the COWIB bylaws.
 - e. **Alternative Quorum Procedures:** The Code of Conduct shall include policies and procedures that establish alternative means of achieving a quorum if recusals or abstentions due to conflicts of interest result in the loss of a standing quorum.
 - i. Such procedures shall reference the COWIB's bylaws and may include, as appropriate, deferral of the matter to a subsequent meeting, referral to a conflict-free standing committee for recommendation, or review and resolution by the chief elected official(s).
 - ii. These alternative quorum procedures are intended to ensure the continued functionality of the Board while maintaining full compliance with WIOA Section 107(e), TEGL 15-16, and applicable state open meeting laws.
 - f. COWIB's established Conflict of Interest and Code of Conduct can be found the by-laws located on the website, <https://cowib.org/about/policy-procedure/by-laws-of-the-central-oklahoma-workforce-innovation-board/>.
3. **Sanctions:** Each Code of Conduct must include penalties, sanctions, or disciplinary actions for violations of procurement standards. The Code must also outline procedures for identifying violations and resolving grievances from the affected parties.
4. **Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:**
- a. Primary Vendors and Service Providers
 - i. All Sub-recipients must verify the vendor's status on SAM.gov (System for Award Management) and retain documentation of this verification in the procurement file.
 - ii. Any vendor or service provider submitting a proposal for a contract valued at \$25,000 or more must provide a Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for both it and its principals.
 - iii. This certificate must be submitted at the time of proposal submission for any covered transactions under federal funding regulations.
 - b. Subcontractors and lower-tier transactions
 - i. Any sub-recipient that enters into a subcontract (lower tier covered transaction) must require its subcontractors to provide the same debarment certification as part of their proposal submission.

- ii. This ensures that all entities handling federal funds, at any level, comply with debarment and suspension regulations.
5. **Drug-Free Workplace Requirements:** Sub-recipients must comply with the Drug-Free Workplace Act of 1988, codified at 29 CFR Part 98, ensuring that their workplaces are free of substance abuse in accordance with Federal requirements. Contracts must include a clause requiring vendors to adhere to drug-free workplace standards.
6. **Competition Requirements:** Each sub-recipient of funds must maintain a written procurement policy that adequately describes the procurement methods and procedures it will use.

Conflicts of Interest Acknowledgement Requirement

In order to uphold the integrity of procurement and governance processes and ensure transparency and accountability, COWIB requires all individuals involved in procurement, contracting, or governance, including but not limited to sub-recipients, officers, employees, agents, BCEO member, Board members, and members of general councils or committees, to annually complete and sign a Conflicts of Interest Acknowledgement Form.

Competition

COWIB will adhere to the following procurement methods and procedures.

Free and Open Competition

The procurement procedures of COWIB will promote free and open competition. Some of the situations considered being restrictive of free and open competition include, but are not limited to:

- Placing unreasonable requirements on firms or organizations in order for them to qualify to do business,
- Requiring unnecessary experience and excessive bonding,
- Noncompetitive pricing practices between firms or organizations or between affiliated companies or organizations,
- Noncompetitive awards to consultants that are on retainer contracts,
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance of other relevant requirements of the procurement;
- Overly restrictive specifications; and
- Any arbitrary action in the procurement process.

Solicitations

Any Invitation for Bid (IFB) or Request for Proposals (RFP) document shall be comprehensive and detailed in order to secure responsive proposals. COWIB will ensure the IFB or RFP, at minimum, includes the elements as follows:

- Solicit offers by disseminating an IFB or RFP to an adequate number of qualified sources to ensure competition (generally, sources included on the bidder’s source lists), or advertising in one or more newspapers designed to reach service providers;
- Includes a Statement of Work or specifications, including a description of the required

outcomes, time frame for which they will be measured and documentation necessary to verify the outcomes;

- Includes the deadline date and time the proposals must be submitted, and that all proposals have the stamped date and time the original proposal was received; and
- Requires a line item budget;
- Includes the boilerplate terms and assurances that will be included in any resulting contract; and
- Includes certifications, assurances, and representations, including:
 - A certificate regarding debarment, when required by regulations (see Attachment E);
 - A certification regarding lobbying (see Attachment F);
 - A certification that to the best of its knowledge and belief, the cost data submitted by the bidder is accurate, complete, and current at the time of agreement on price (Attachment H) and
 - Identify contract renewal and extension limitations.
- Describes the solicitation process, including provisions for protest or appeal of the final award;
- Changing the service provider cannot affect the current active clients from participating in the program, the new service provider must factor in this additional cost when they submit their proposal based on current client data;
- Identifies all significant evaluation or rating factors and the relative importance of each factor;
- Evaluation factors include minimum thresholds that, if not met, require disqualification;
- Will negotiate with any or all bidders determined through the rating process to be responsive and advantageous to the program to clarify, explain, or verify any aspect of a submitted proposal in response to an RFP, and notify unsuccessful bidders in a reasonable amount of time;
- Will award a contract to the bidder (s) who is (are) successful pending the availability of federal funds;
- Include a statement for renewal of the contract for additional years, subject to review/approval by COWIB, subject to performance and availability of funds.
- Include a statement that COWIB has the right to accept or reject any and all proposals received;
- Includes a statement permitting COWIB to cancel all or portions of RFP and reject any contract or to pay any of the applicant's cost in preparing or submitting a response as a result of the RFP;
- Require the individual signing on behalf of the organization has the authority to submit the proposal and carry out services solicited in the RFP;
- Include the COWIB'S code of conduct and conflict of interest policies;
- Will contain a definition of terms used in the RFP;
- Will contain a statement that copies of all legislation and regulations are available upon request;
- Include a statement to identify funds that may directly impact the services solicited under the RFP, i.e., Pell Grants or other funding sources;
- Information concerning applicant's staff qualifications and licensing and/or certification necessary to provide services, including possibly resumes and job descriptions; and

- Requires the following information regarding training of contractor/sub-recipient’s staff:
 - Days/hours
 - Sequence
 - Duration
 - Course curriculum
 - Skills to be achieved
 - Measurement of achievement
 - Pre/post testing
 - Entrance minimums/maximums
 - Attendance.

Bidders List

COWIB will maintain and regularly update a pre-qualified list of vendors for the procurement of goods and services. These lists must be broad enough to ensure maximum open and fair competition and must not exclude qualified sources without justification.

To comply with federal regulations and ensure consistency across the workforce system, COWIB is committed to meet the following requirements:

1. **Vendor Eligibility and Inclusion Criteria:** Vendors must meet applicable qualifications for the service or good being procured (e.g., licensing, experience, insurance). Vendors must not be debarred or suspended and must be verified against SAM.gov. Inclusion must not be restricted by arbitrary or discriminatory criteria.
2. **Updating the List:** The bidders’ list will be reviewed and updated at least once per year. Updates must include:
 - a. Re-verifying vendor contacts information and eligibility
 - b. Removing vendors that are inactive, unresponsive, or no longer meet requirements
 - c. Adding vendors who express interest or respond to outreach efforts during the year
3. **Open Access and Opportunity:** Vendors must be allowed to qualify and be added to the list at any point, including during open solicitations. No list may be “closed” to new entries during a procurement process.
4. **Evaluation Standards:** When building or revising a list, COWIB will consider objective criteria, including price, cost, and value, to support future competition. COWIB may also consider job creation, training commitments, or labor standards if doing so aligns with local procedures and federal requirements.
5. **Recordkeeping Requirements:** COWIB will retain the following documentation:
 - a. A current copy of the bidders’ list, including vendor names and services offered.
 - b. Dates and outcomes of list reviews or updates
 - c. Documentation of outreach efforts and responses
 - d. Records of vendor inquiries or applications to join the list
 - e. Verification of SAM.gov checks or other eligibility screening

Bidders Conference

In lieu of having an on-site bidder's conference, COWIB will identify a Technical Question and Answer time period prior to the closing day in which bids will be received. All questions will be answered and posted on the COWIB website available to all interested bidders.

Dispute Resolution

Any entity proposing services to COWIB who believes the process of approving service providers and/or awarding contracts did not receive due consideration and/or believe other irregularities existed may file a written grievance to COWIB as follows:

- The entity must submit a grievance in writing within 10 working days of the occurrence of the action being grieved to COWIB stating the reasons for the grievance with the procurement or contract award process. Any grievance received after this deadline will not be considered or reviewed by the COWIB.
- All written grievance will be reviewed by COWIB Staff and presented to the appropriate COWIB committee and and/or BCEO for review and decision within 60 working days of receipt by COWIB Staff.
- The entity submitting the appeal will receive a written response from COWIB Staff stating the findings of COWIB and /or BCEO within 10 working days of COWIB and/or BCEO decision.

Oversight

COWIB shall maintain:

- **Contract Administration:** A written contract administration system, which ensures that contractors/sub-recipients perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. COWIB will follow the contracting policy described in WSD# 22-2024, issued by the Oklahoma Employment Security Commission (OESC).
- **Monitoring:** COWIB will conduct and document oversight of their procurements to ensure compliance with state policies and Federal guidelines incorporated into this document.

Procurement and Contracting Activities

Effective procurement and contracting activities are essential to ensuring that contractors and sub-recipients remain compliant with federal and state laws, as well as applicable policies. This section outlines key requirements for contract administration, cost reasonableness, and evaluation methods, including price, cost, and profit analysis, to promote transparency, accountability, and fiscal integrity in the use of workforce development funds.

Reasonableness of Cost

COWIB will document cost reasonableness for every procurement action, including contract modifications (except for modifications where a determination has been made that they do not have a monetary impact). COWIB will determine cost reasonableness by price analysis and cost analysis and retain documentation in procurement file. In addition to other evaluation factors used for price or cost

analysis, COWIB shall make independent estimates before receiving bids or proposals and retain in the procurement file.

Price Analysis

Price analysis is the process of examining and evaluating a price without looking at the estimated cost elements and proposed profit of the offeror whose price is being evaluated.

Price analysis is performed on every procurement action. Price analysis techniques include:

- Comparison of proposed prices with independent estimates of cost developed by COWIB;
- Comparison of competitive price quotations;
- Comparison of prior quotations and contracts with current quotations for the same or similar items;
- Use of yardsticks or parametric relationships to point up apparent gross differences (e.g., dollars per placement, price per instruction hour, price per participant-training hour, etc.); or
- Comparison of prices on published price lists with published market prices of commodities, together with discount or rebate schedules.

Cost Analysis

Cost analysis is the review and evaluation, element by element, of the cost estimate supporting a company's proposal for the purpose of pricing a contract.

A cost analysis is necessary when the offeror is required to submit the elements of the estimated cost, when adequate price competition is lacking, and for sole source procurements, including contract modifications (except for modifications where a determination has been made that they do not have a monetary impact), unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

Cost analysis includes evaluation of the:

- supporting data submitted by the offeror,
- cost elements, and
- factors the offeror considered in projecting from the data to develop the estimate of cost to perform the specified work.

Profit or Program Income

If profit or program income is included in the price, COWIB shall negotiate profit or program income as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is required.

To establish a fair and reasonable profit or program income, consideration shall be given to:

- The complexity of the work to be performed;

- The risk borne by the contractor;
- The contractor's investment;
- The amount of subcontracting;
- The quality of the contractor's record of past performance;
- Industry profit rates in the surrounding geographical area for similar work; and
- Market conditions in the surrounding geographical area.

The cost plus a percentage of cost method of contracting shall not be used.

Methods of Purchase Procurement

To comply with federal, state, and local procurement rules, sub-recipients are required to maintain a written procurement policy that outlines the methods and procedures for purchasing goods and services. These procedures must ensure open and fair competition and follow established standards. This section outlines the approved procurement methods, including micro-purchases, small purchases, competitive procurement, and noncompetitive (sole source) procurement, along with the related documentation requirements. Procurement records must be thorough and provide a clear, complete history of the process to demonstrate transparency, accountability, and fairness.

Clarification on Aggregate:

1. The term "aggregate" refers to the total amount of a purchase per procurement action, not over the course of the program year.
2. Each board is responsible for tracking its own purchases. If a fiscal agent serves multiple boards, each board is still treated as a separate entity. The fiscal agent is not an independent party it handles financial transactions on behalf of the board(s) it contracts with. Each board remains fully responsible for complying with the terms and conditions of its award.

COWIB will use the following procurement methods as appropriate:

Non-Competitive Procurement Purchases

COWIB will minimize its use of non-competitive procurements to the extent practicable and any such procurement shall be justified. Purchases may be made with no price or rate quotations when the purchase is made at off-the-shelf or catalog prices, and the purchase in the aggregate is less than \$10,000. If a purchase is made that does not exceed \$10,000.00 in the aggregate no contract is necessary.

NOTE: The exceptions to this would be when writing a contract for On-the-Job Training (OJT) or Customized Training. See Training Procurement Process Section for that process.

Micro-Purchases

Micro-purchases are acquisitions of supplies or services where the total aggregate cost falls below \$10,000. To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers.

Micro-Purchases Documentation Requirements: Even for micro-purchases, COWIB has the following internal controls to ensure proper use of funds and price reasonableness. The procurement files for micro-purchases should include the proof of purchase: Receipts, invoices, or purchase confirmations that clearly identify the item or service, vendor, and purchase date.

Small Purchases

Small purchases are relatively simple, informal methods for acquiring goods or services under the Simplified Acquisition Threshold (currently \$50,000). Purchases of \$50,000 or greater must follow the competitive procurement process.

Quotation Requirements:

- Purchases greater than or equal to \$10,000 and less than \$25,000 must solicit at least three (3) quotes.
- Purchases greater than or equal to \$25,000 and less than \$50,000 must solicit at least ten (10) quotes.

Additional Requirements:

- Written agreements must be executed for procurement actions equal to or exceeding \$10,000, specifying cost, delivery terms, and payment conditions. All written agreements, purchase orders, and/or contracts must adhere to the requirements in the contract standards section of this policy.
- COWIB will ensure purchases are not split into smaller transactions to circumvent the threshold.

Documentation Example: If purchasing equipment for \$35,000 quotes from at least ten vendors must be solicited and records of quotes and the selection process will be maintained.

Small Purchase Procurement Documentation: For procurement actions using the small purchase method, the procurement file must include the following items where applicable:

1. Price or Rate Solicitations and Quotations:
 - a. Based on the corresponding small purchase price range, copies of the required minimum number of solicitations and all received quotations from qualified sources.
 - b. If the required number of quotes is not obtained, the sub-recipient must provide thorough documentation demonstrating all reasonable efforts made to solicit the required number.
2. Justification for Procurement Decisions:
 - a. Written documentation explaining the rationale for the final selection and its alignment with program goals.

Competitive Procurement

COWIB will use a formal and competitive, sealed bid method of procurement for the purchase of goods or services in excess of \$50,000.00.

Request for Quotes Fixed Price Contracts

If the procurement is for a fixed-price contract the non-federal entity may issue a Request for Quotes (RFQ) to solicit sealed bids. RFQs are appropriate for the following conditions:

- A complete, adequate, and realistic specification or purchase description is available; and
- There are two or more responsible suppliers willing and able to compete effectively for the award; and
- The procurement lends itself to a firm fixed-price contract, and selection can appropriately be made based on lowest and best price.

If RFQs are used, the following requirements apply:

1. Solicitation of Bids:
 - a. Bids must be solicited from three or more, willing and able qualified sources.
 - b. Adequate response time must be provided before the deadline for bid submission.
 - c. The invitation for bids must be publicly advertised to ensure wide access and visibility.
2. Content of Invitation for Bids:
 - a. The invitation for bids must include detailed specifications and relevant attachments.
 - b. These details should clearly define the items or services being procured to enable bidders to submit appropriate and accurate responses.
3. Bid Opening:
 - a. All bids must be opened at the specified time and place indicated in the invitation for bids.
 - b. The bid opening process must be conducted publicly to maintain transparency.
4. Evaluation of Bids and Cost/Price Analysis
 - a. A cost or price analysis must be completed for all the bids received.
 - b. The analysis must document:
 - i. Price comparisons and any applicable discounts, transportation costs, and life cycle costs, as specified in the bid document.
 - ii. The rationale for rejecting or accepting each bid, including why non-selected bids did not meet requirements.
5. Award of Contract:
 - a. A firm fixed-price contract will be awarded in writing to the lowest responsive and responsible bidder.
 - b. When specified in the bidding documents, additional factors such as discounts, transportation costs, and life cycle costs must be considered in determining the lowest bid.
 - c. Payment discounts will only influence the determination of the lowest bid if historical

experience shows these discounts are typically utilized.

Requests for Proposals Cost-Reimbursement Contracts

For contracts that are based on cost-reimbursement proposals COWIB will issue a Request for Proposals (RFP) and solicit sealed proposals. If RFPs are used, the following requirements apply:

1. Publicizing and Evaluation Factors:

- a. RFPs must be publicly advertised and include all evaluation factors and their relative importance.
- b. Proposals must be solicited from a sufficient number of qualified respondents.
- c. All responses to the RFP must be considered.

2. Evaluation and Selection Process:

- a. Evaluations must include an evaluation of sub-recipient risk as outlined in the monitoring policy.
- b. The non-Federal entity must have a documented method for conducting technical evaluations of received proposals.
- c. Selections must be based on these evaluations to ensure a fair and objective process. Example: An RFP for workforce development programs evaluates proposals on 28 technical approach (50%), past performance (30%), and cost (20%). 3

3. Awarding Contracts:

- a. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity.
- b. Consideration must be given to both price and other relevant factors.

4. Qualifications-Based Procurement for Architectural/Engineering (A/E) Services:

- a. The non-Federal entity may use competitive proposal procedures for procuring A/E professional services by evaluating qualifications and selecting the most qualified offeror.
- b. Fair and reasonable compensation is then negotiated with the selected offeror.
- c. This method, which does not use price as a selection factor, is restricted to A/E professional services and cannot be used for other types of services, even if A/E firms are potential providers.

Competitive Procurement Documentation

For procurement actions using competitive methods, the procurement file must include the following items, where applicable:

1. **Solicitation Documentation:** Copies of bids or proposal solicitations issued, including:
 - a. Justification for the procurement method used.
 - b. Pre-procurement independent cost estimates.
 - c. Cost reasonableness analysis (price analysis for RFQ/IFB or cost analysis for RFP)
 - d. Evaluation factors.
 - e. All terms, conditions, federal and technical requirements.
2. **Procurement Announcements:** Copies of advertisements and public notices announcing the procurement action, including where and when they were published.

3. **Bid or Proposal Submissions:** Copies of all bids or proposals received, along with the date and time of receipt clearly recorded.
4. **Negotiation Summaries:** Negotiation summaries must provide a clear, detailed account of all negotiations conducted with the vendor. Documentation should include timestamped records or other verifiable evidence to support the negotiation process.
 - a. A detailed summary of negotiations, including any changes made to:
 - b. Curriculum.
 - c. Pricing.
 - d. Duration of services.
 - e. Technical requirements (e.g., instructor qualifications).
 - f. Outcomes and deliverables.
5. **Fair and Reasonable Profit or Program Income:** Documentation of the process and criteria used to establish profit or program income as fair and reasonable.
6. **Evaluation Results:** A copy of the evaluation or scoring results, showing how bids or proposals were rated against the criteria outlined in the solicitation.
7. **Rejection Justifications:** Written justifications for rejecting any bids or proposals, including sound business reasons (e.g., failure to meet technical requirements, incomplete proposals, or unreasonably high costs).
8. **Original RFP or RFQ:** A copy of the original Request for Proposal or Request for Quotation, with the time and date of receipt recorded.
9. **Award:** A copy of the awarded solicitation and the winning Proposal or Request.

Technical Evaluation Methodology

The Central Oklahoma Workforce Innovation Board (COWIB) has established this Technical Evaluation Methodology to ensure a fair, transparent, and competitive procurement process for awarding contracts. This methodology ensures that awards are made to bidders whose proposals are most advantageous to the program, considering price, technical, and other relevant factors.

1. **Evaluation Planning**—Each Request for Proposal (RFP) will include a detailed evaluation schedule outlining key dates and deadlines for the evaluation process. The schedule will specify:
 - a. RFP release date
 - b. Proposal submission deadline
 - c. Evaluation period and review deadlines
 - d. Final selection and negotiation timeline
 - e. Estimated contract award date
2. **Evaluation Approaches and Procedures**—Each RFP will outline the evaluation factors and their relative weights, along with the scoring system to be used. While specific factors may be tailored to each procurement, price or cost must always be considered. Additional evaluation factors may include:
 - a. **Financial Resources:** Adequate financial capacity or the ability to obtain necessary funding.
 - b. **Integrity & Ethics:** A satisfactory record of integrity, business ethics, and fiscal accountability.
 - c. **Organizational Capability:** Sufficient experience, operational controls, and accounting systems.
 - d. **Technical Expertise:** The necessary technical skills to perform the required work effectively.

Each proposal will be scored based on these pre-established criteria, ensuring consistency and objectivity in the evaluation process.

3. Assignment of Reviewers—COWIB will designate an evaluation committee or review panel to conduct technical evaluations. Prior to review, all evaluators will receive:
 - a. The RFP and submitted proposals
 - b. Evaluation criteria and scoring forms
 - c. Key dates and deadlines for the review process
 - d. A reminder of conflict-of-interest policies, requiring evaluators to disclose any potential conflicts and abstain from reviewing proposals where a conflict exists.
4. Conducting Evaluations—All timely submitted proposals will be reviewed against the published evaluation criteria. Any proposal deemed unacceptable based on minimum requirements will be excluded from further consideration as specified in the RFP. The evaluation process will ensure:
 - a. Consistency and fairness in scoring
 - b. Justification for excluding non-compliant proposals
 - c. Transparency in evaluation documentation
5. Approval and Negotiation—Once the evaluation committee has reviewed and scored all proposals, they will collectively decide on which proposal should be recommended to the Central Oklahoma Workforce Innovation Board of Directors. The Board will then vote on which proposals proceed to the negotiation phase. Contract negotiations will be led by the COWIB CEO.
6. Awarding Contracts—Following successful negotiations, contracts will be awarded. Unsuccessful bidders will be notified in a reasonable timeframe and provided with information on how to request feedback if desired.
7. Documenting Evaluation Results—COWIB will maintain detailed records of the technical evaluation process, including:
 - a. Evaluation scores and reviewer comments
 - b. Rationale for selections and exclusions
 - c. Negotiation records and final contract awards

This documentation will serve as an official record to address potential protests, grievances, or legal challenges to procurement decisions.

Contract Modifications

Contract modifications are made to the contract to adjust line items within the budget, extend contract period, change language for clarity, and other reasons under the following conditions:

- a. Line-item change is not increased by more than 10% of the original line item amount.
- b. Line item changes or other changes in the contract that change the dollar amount of a line item or total contract, require a written request from the contractor justifying the change with sufficient documentation to support change requested.
- c. All changes that alter the scope and intent of the contract will require a written request from the contractor justifying the change with sufficient documentation to support change requested.
- d. All modifications to the contract as stated in (b), (c) or as directed by COWIB will require the same approval process as required for the original contract prior to any deviation from the original contract.

Sole Source Procurement (Non-Competitive Procurement)

Noncompetitive procurement may be utilized only under specific circumstances where competitive procurement is not feasible. The following conditions justify the use of noncompetitive procurement:

1. **Single Source Availability:** The required item or service is available exclusively from one provider, with no viable alternatives.
2. **Aggregate Limitations:** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold, as outlined in 48 CFR Subpart 2.1, currently set at \$10,000.
3. **Exigent Circumstances:** An emergency exists that does not allow sufficient time for a competitive solicitation process.
Examples of emergencies include situations where immediate action is necessary to:
 - a. Provide for public needs or preserve property due to a public calamity.
 - b. Protect public health or safety.
 - c. Address unforeseen damage to public property. Prohibited Justification: Poor planning on the part of the sub-recipient does not qualify as an emergency. All efforts must be documented.
4. **Inadequate Competition:** After reasonable efforts to solicit bids from multiple sources, the competition is determined to be insufficient or non-existent.
5. **State Approval:** If you use the state approval method for noncompetitive procurement the request must be made in writing and provide justification.

Documentation Requirements for Noncompetitive (Sole Source) Procurement

To ensure transparency and compliance, sub-recipients must maintain thorough documentation for all noncompetitive procurements. This documentation must include the following, as applicable:

1. **Justification for Noncompetitive Procurement** A written explanation specifying the condition that applies:
 - a. Single source availability.
 - b. Emergency situation.
 - c. Inadequate competition.
 - d. A description of the item or service being procured, why it is critical, and why alternatives are not feasible.
2. **Efforts to Ensure Competition**
 - a. **Single Source Verification:** Provide evidence that no alternative vendors or solutions are available.
 - b. **Solicitation Attempts:** Document all efforts to solicit bids, even if they did not result in adequate competition.
 - c. **Market Research:** Summarize research efforts to confirm the lack of alternatives or competition.
3. **Emergency Procurement Documentation** If the procurement is based on an emergency, the documentation must include:
 - a. **Nature of the Emergency:** A detailed explanation of the event, such as a natural disaster or sudden facility damage.
 - b. **Impact of Delay:** An analysis of the potential harm or risk if immediate procurement was not undertaken.
 - c. **Prohibited Justifications:** Poor planning cannot justify an emergency procurement.
4. **Vendor Selection and Cost Analysis** Sub-recipients must document the rationale for selecting the vendor, including:

- a. Selection Criteria: Why the vendor is uniquely qualified (e.g., technical expertise, timeliness, or sole availability).
 - b. Cost Analysis: Evidence demonstrates that the vendor's pricing is reasonable, such as comparisons to market rates or historical costs.
5. Negotiation Summary Documentation of negotiations, including any changes to:
 - a. Curriculum or service content
 - b. Pricing
 - c. Duration of services
 - d. Technical Requirements (e.g. instructor qualifications)
 - e. Expected outcomes and deliverables
6. Approval and Authorization
 - a. Internal Approvals:
 - i. Document the internal approval process, including who authorized the sole source procurement and the justification.
 - b. External Approvals (if applicable):
 - i. Include any required approvals from oversight agencies, such as OESC.
 - ii. Board Authorization Records: Meeting minutes or resolutions from the LWDB authorizing noncompetitive procurements, particularly for board staff hires.
7. Supporting Documentation Sub-recipients must retain the following documents for each noncompetitive procurement:
 - a. Noncompetitive justification summarizing the rationale for the procurement. Evidence of efforts to ensure competition or confirm single source availability.
 - b. Vendor communications and technical specifications, if applicable.
 - c. Documentation of emergency circumstances, if relevant.
 - d. Cost analysis and negotiation records.
 - e. Approval records and signed contracts.

One-Stop Operator (OSO) Procurement Requirements

As part of COWIB's Procurement and Contracting Standards, COWIB will procure a One-Stop Operator (OSO) in accordance with WIOA and applicable federal procurement requirements. This section establishes minimum standards to ensure the OSO selection process is open, fair, competitive, well-documented, and free from conflicts of interest.

Eligible Entities

Entities eligible to compete to serve as the OSO may include, but are not limited to:

1. Government agencies (state or local governments, school districts, state workforce agencies)
2. Educational institutions (colleges, universities, career and technical education centers)
3. Community-based and nonprofit organizations
4. Private for-profit entities
5. COWIB, only if COWIB competes and COWIB and the Chief Local Elected Official(s) (CLEO/LEOs) implement conflict-of-interest safeguards ("firewalls") sufficient to ensure an independent and impartial selection process

All proposers must demonstrate effectiveness and the financial and technical capacity to perform the required OSO functions.

Competitive Procurement Cycle and Limited Use of Noncompetitive Procurement

1. **Required competition:** COWIB must competitively procure the OSO at least once every four (4) years, consistent with WIOA requirements and Uniform Guidance procurement standards.

2. **Noncompetitive procurement:** Noncompetitive procurement for an OSO is permitted only under exigent or other allowable circumstances as defined in COWIB’s procurement policy and federal requirements. Any noncompetitive OSO procurement must be justified in writing and is subject to any required approvals specified by state policy and/or COWIB policy.

COWIB Procurement Standards (Minimum Requirements)

COWIB will maintain written procurement policies and procedures for OSO selection that, at minimum, address the following:

1. **Written procedures and timeline**

- A documented procurement schedule ensuring OSO competition at least every four (4) years
- A **mid-cycle performance review** at approximately the two-year point to assess OSO effectiveness and determine whether early re-procurement is warranted
- Procedures for handling disputes, appeals, and protests
- Assurance that procurement-related costs are reasonable, necessary, and allocable in accordance with 2 CFR Part 200

2. **Acceptable methods of competition**

COWIB will use one of the following competitive methods, as appropriate:

- **Sealed Bids (IFB):** used when price is the primary factor and specifications are clear
- **Competitive Proposals (RFP):** used when award is based on multiple factors (e.g., experience, technical approach, cost, past performance)

3. **Open and fair competition**

- The procurement must be publicly advertised and conducted in a manner that maximizes competition
- **No automatic renewals or “grandfathering”:** an incumbent OSO may compete, but may not be reappointed without a full competitive process
- Solicitations must be publicly posted and include clear instructions, evaluation criteria, and submission deadlines
- Proposals must be evaluated using documented criteria that address, at a minimum: cost reasonableness/cost-effectiveness, technical capability, and demonstrated past performance

OSO Roles and Prohibited Functions

1. **Minimum OSO responsibilities**

At a minimum, the OSO is responsible for:

- Coordinating service delivery among one-stop partners
- Supporting partner responsibilities as defined in the Memoranda of Understanding (MOUs), as applicable
- Supporting physical and programmatic accessibility of one-stop centers
- Implementing applicable COWIB policies and operational procedures
- Providing operational reporting and performance accountability information to COWIB, as required by contract/agreement

2. **Prohibited functions**

The OSO must not:

- Oversee or manage its own procurement/selection process
- Convene stakeholders to develop the local plan (unless explicitly authorized in a manner consistent with WIOA and with conflict-of-interest protections)

- Select or terminate service providers
- Negotiate local performance accountability measures
- Develop or submit COWIB budgets

If the OSO also serves in another capacity (e.g., service provider or fiscal agent), COWIB must implement and document conflict-of-interest firewalls to ensure appropriate separation of duties and decision-making.

Conflict of Interest and Firewalls

1. General recusal requirement

Any individual involved in the OSO procurement who has a real or apparent conflict of interest—financial, organizational, or personal—must recuse themselves from procurement activities, including drafting, scoring, selection, and award decisions.

2. COWIB as bidder

If COWIB intends to compete to serve as the OSO:

- The CLEO/LEOs must determine who will conduct and manage the procurement process
- Any CLEO/LEO who is also a COWIB member must recuse themselves from decisions regarding procurement oversight
- The procurement may be conducted by an independent external entity (e.g., another public agency or other neutral entity) that has no affiliation or financial interest in the procurement; such entity must document neutrality (e.g., conflict-of-interest statement)

3. Loss of quorum

If recusals result in COWIB being unable to meet quorum requirements for procurement-related actions, COWIB must assign procurement administration and/or evaluation to an independent external entity consistent with local and federal procurement requirements.

Reasonable costs for independent procurement coordination are allowable to the extent permitted under WIOA and 2 CFR Part 200 and consistent with COWIB cost allocation and budgeting practices.

Required Procurement Phases (Minimum Process)

COWIB's OSO procurement will be documented and include, at minimum, the following phases:

1. Planning

- Define the need, scope, performance expectations, contract period, and available funding
- Conduct market research and issue an RFI if helpful
- Select the procurement method (RFP or IFB)
- Establish evaluation criteria/scoring and identify evaluators with no conflicts of interest

2. Solicitation and Evaluation

- Publicly post and advertise the solicitation for a reasonable period to maximize competition, using multiple outreach methods as appropriate
- Conduct a bidder's conference or Q&A process, if used, in a fair and consistent manner
- Receive and evaluate proposals using the pre-established, documented criteria
- Maintain written scoring and selection documentation (including interviews/reference checks if used)

3. Negotiation and Award

- Negotiate performance expectations and deliverables as permitted by the solicitation method

- Ensure pricing is fair and reasonable, including consideration of profit where applicable
- Obtain required approvals (COWIB and CLEO/LEOs, as applicable)
- Execute an agreement/contract with the selected OSO
- 4. **Implementation and Oversight**
 - Monitor performance, financial compliance, and contract deliverables
 - Maintain conflict-of-interest firewalls, as applicable
 - Conduct annual performance reviews and the mid-cycle review described above
 - Take corrective action when deficiencies are identified
- 5. **Closeout**
 - Reconcile costs and deliverables
 - Document whether performance goals were met
 - Ensure required record retention and secure handling of participant and fiscal records
 - Complete required closeout documentation

Minimum Agreement/Contract Requirements

OSO contracts, agreements, or MOUs must include, at minimum:

- **Statement of Work (SOW):** period of performance; required services; measurable deliverables and performance expectations
- **Authorized officials:** identification of authorized signatories and required signatures (COWIB and CLEO/LEOs, as applicable)
- **Required terms and conditions:** all applicable federal, state, and local provisions, including required contract clauses under 2 CFR Part 200
- **Role designation:** clear designation of the OSO’s role and any additional roles (if applicable), including firewall requirements and separation of duties

Transparency, Public Access, and Recordkeeping (“Sunshine”)

COWIB will conduct OSO procurement activities transparently and will maintain documentation sufficient to demonstrate compliance with public access and recordkeeping requirements.

1. Public access

COWIB will make key procurement information available through electronic means and/or open public meetings, which may include posting to a public-facing website or other accessible platform. During the active procurement period, COWIB will make available, at minimum:

- applicable conflict-of-interest and procurement policies (including specific procedures for OSO procurements)
- the OSO solicitation (RFP/IFB) and related addenda
- a list of entities that submitted bids/proposals
- an award notice identifying the selected OSO, contract amount, and contract term (with proprietary information appropriately protected)

COWIB may also establish a public comment period when practicable and consistent with procurement integrity.

2. Documentation

Procurement files must include, at minimum:

- solicitation documents, proposals, scoring/evaluation materials, and award documentation
- conflict-of-interest statements, recusals, and firewall documentation (if applicable)
- justification for selection and executed agreement/contract
- evidence of public notice/posting and any protest documentation

3. Record retention

All OSO procurement records must be retained in accordance with applicable federal and state record retention requirements (at least three years, or longer if required due to audit, litigation, or other unresolved matters).

Hiring Board Staff and Procurement of Professional Services

When hiring Board Staff without utilizing a competitive procurement process, established procedures must be followed to ensure fairness and transparency. These procedures are as follows:

1. Advertising the Position—The job vacancy will be advertised first internally, then publicly. The advertisement will specify the required qualifications, job responsibilities, and application process.
2. Review of Applications—Applications will be reviewed to ensure all candidates meet the minimum qualifications.
3. Interviews Process—An interview must be conducted.
4. Rating & Selection System—Candidates must be evaluated using an objective scoring system to ensure a merit-based selection.

Note: If Board staff are not employed directly by COWIB, arrangements must be made for an employer of record to handle payroll, benefits, and other employment responsibilities.

Procurement of Professional and Consultant Services

The cost of professional and consultant services rendered by persons or organizations that are members of particular professions, or possess a special skill, are allowable if charged in accordance with Professional Service costs in the entity's appropriate OMB Cost Principles Circular.

Sole Source Procurement for Training Contracts

The sole source procurement method may be used when issuing On-the-Job Training (OJT) contracts and customized training contracts. This exception is permitted to accommodate employer-specific training needs while ensuring that workforce development funds are used efficiently to provide targeted skill development for job seekers.

Training Procurement Processes

Procurement for [On-the-Job Training \(OJT\)](#), Customized Training, and [Individual Training Accounts \(ITA\)](#) will follow COWIB's corresponding policies that can be found on the board website, <https://cowib.org/about/policy-procedure/>.

Training services must be delivered in accordance with COWIB's Policy on [Informed Consumer Choice](#), ensuring participants have the information needed to make informed decisions when selecting an eligible training provider. Training selections must align with the participant's individual employment plan (IEP) and support their career goals. COWIB, through the local One-Stop Center, provides customers access to state and local lists of eligible training providers, as required under WIOA Section 122(d).

Pass Through

This policy does not apply to pass through of monies from any unit of State or local government to other such units, such as a local educational agency or public housing authority. To qualify as a pass through, COWIB must either further pass through the monies to another such entity or procure services in accordance with the procurement policies.

Selection of Service Providers

Youth Service Provider Selection

All youth service providers will be selected by a competitive process as outlined in this policy, except as otherwise provided by the WIOA.

Adult and Dislocated Worker Service Provider Selection

All Adult and Dislocated Worker service providers will be selected by a competitive process as outlined in this policy, except as otherwise provided by the WIOA. COWIB and /or Staff will not directly provide core services, or intensive services, or be designated or certified as a One-Stop operator, unless agreed to by the BCEO and the Governor.

Administration of Funds

COWIB will ensure that, for all services provided to participants through contracts, grants, or other agreement with a service provider, such contract, grant, or agreement shall include appropriate amounts necessary for administration.

Duplication of Services

No funds shall be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources unless it is demonstrated in writing that alternative services or facilities would be more effective or more likely to achieve the COWDA'S performance goals.

Consumer Choice Expectations and Eligible Training Provider Lists (ETPL)

Customer Choice Requirements

COWIB will maximize informed consumer choice by ensuring participants have access to the State and Local Eligible Training Provider Lists (ETPLs) and understand how to use those lists to select training that aligns with their Individual Employment Plan (IEP) (or equivalent service strategy, as applicable).

COWIB and its one-stop service providers must:

- Inform participants of available training options and the differences among providers and programs;
- Ensure participants understand performance, cost, schedule, location, credential outcomes, and other key factors relevant to their decision; and
- Support participants in selecting training that is appropriate to their assessed needs and consistent with the participant's IEP.

Eligible training providers may include:

- Post-secondary education institutions;
- Registered Apprenticeship (RA) programs;
- Other public or private training providers, which may include joint labor-management organizations;

- Eligible providers of adult education and literacy activities under Title II when provided in combination with occupational skills training (as recognized in the State plan);
- COWIB (only if COWIB meets the applicable WIOA conditions for providing training and maintains required firewalls and approvals, as applicable); and
- Community-based organizations or private organizations of demonstrated effectiveness that provide training under agreement/contract with COWIB, consistent with ETPL requirements.

COWIB will align local operating procedures related to training costs and training-related expenses with the most current applicable state ETPL requirements and will apply prudent fiscal management practices to support quality outcomes and customer satisfaction. COWIB will make every effort to honor training commitments made to participants; however, participants are responsible for actively pursuing and completing their planned goals and objectives.

Individual Training Accounts (ITAs) and Individual Training Vouchers (ITVs)

ITA Purpose and Use

Individual Training Accounts (ITAs) are COWIB’s primary mechanism for procuring training services under WIOA Title I Adult and Dislocated Worker programs, and may be used for eligible Youth participants as permitted under applicable WIOA regulations. ITAs support informed consumer choice by allowing participants to select approved training programs that align with their IEP.

Requirements for ITA Payments

ITA payments must comply with applicable WIOA and federal regulatory requirements. At a minimum, COWIB will ensure the following:

1. Eligible Training Providers Only
 - ITA payments must be made only to training providers and programs listed on the State and/or Local ETPL, as applicable.
2. Approved Payment Methods
 - ITA payments may be issued through one or more of the following methods, consistent with COWIB fiscal procedures:
 - Electronic payments/transfers through financial institutions,
 - Vouchers, and/or
 - Other payment methods approved by COWIB and consistent with applicable requirements.
3. Incremental/Progress-Based Payments
 - ITA payments may be made incrementally (e.g., by term/semester/module), consistent with COWIB procedures and the training provider’s billing practices, and may be contingent upon documented participation, attendance, and/or satisfactory progress where permitted.
 - Example: Tuition may be paid at the start of each term for a term-based program, contingent upon continued attendance and progress.

Individual Training Vouchers (ITVs)

Purpose

- An Individual Training Voucher (ITV) authorizes an approved ETPL provider to deliver training/services for an approved participant under an ITA arrangement.

Allowable Charges

- The ITV will cover only those costs and fees that are specifically identified and approved at the time of issuance and that align with the training provider’s current published rates and standard costs charged to all students, as applicable.

Liability and Documentation

- COWIB (or its designated service provider/fiscal entity) is not liable for charges incurred by a participant unless those charges are explicitly listed on the original ITV/authorization and the document is signed/acknowledged in accordance with COWIB procedures.
- Payment will be processed only upon receipt of proper invoices and required supporting documentation.

Attendance and Refunds

- COWIB will follow the training provider’s published attendance and refund policies as documented in the provider’s official catalog, brochure, or published policy, unless otherwise required by applicable law or written COWIB procedure.

Use of ITAs for Youth

Consistent with applicable federal requirements, ITAs may be used to provide training services to eligible youth participants ages 16–24 when appropriate and aligned with the participant’s goals and service strategy. When training services for youth are not delivered through ITAs/ETPL, the selection of training services must follow COWIB procurement requirements.

Pass-Through Funding Exception (Government-to-Government Subawards)

COWIB procurement requirements do not apply when funds are passed through from one unit of state or local government to another (e.g., a local educational agency or public housing authority) when the arrangement qualifies as a subaward rather than a procurement.

To qualify as a pass-through/subaward relationship:

- The receiving entity must carry out a portion of a federal program as a subrecipient or further subaward the funds to another eligible entity; and
- The funds must not be used merely to obtain goods or services for the direct benefit of COWIB (which would generally be a procurement).

COWIB will document the basis for determining whether an agreement is a subaward (pass-through) or a procurement, consistent with applicable federal requirements and COWIB fiscal policies.

Contract Policy

All procurement action requiring a written agreement or contract will be as follows:

Purpose

Minimum standards are established to ensure that public funds are adequately protected in the subcontract process and that grant recipients are in compliance with applicable laws and regulations.

Funds expended prior to the signature date of a contract will be questioned unless the contract contains a pre-agreement cost clause. This clause must allow for the expenditure of funds between the planned beginning, or effective, date of the contract and the actual signature date. Under no circumstances may a pre-agreement cost clause provide for allowable expenditures for more than 30 calendar days prior to the actual signature date(s) of the contract.

Any renewal of a contract must be based on measurable, documented and verified demonstrated experience of the Service Provider/Sub-recipient to meet or exceed the local outcomes during the period as set by the local area and must be during a timeframe that allows the rationale, documentation, and verification to occur prior to the effective date of any renewal, i.e., during the 3rd quarter. The basis for any renewal cannot be on the Federal WIOA Performance Measures.

Contract Required

A written contract or purchase order is required when procuring goods or services that exceed \$10,000.00 in aggregate. Purchase orders should be issued in accordance with local policy.

Selection of Contract

Two basic types of contracts will be used by COWIB.

Cost Reimbursement Agreements

Provides for the payment of actual costs incurred to the extent as prescribed in the contract. This type of agreement reimburses the contractor for their best efforts to perform up to the total costs and types of costs authorized in the contract. Detailed documentation demonstrating that all reported costs have been incurred is required to earn payment.

Fixed-Price Agreements

A fixed-price agreement pays a contractor a specified price for specified deliverables irrespective of the contractor's actual costs incurred. This form of agreement is used when clear delivery specifications can be stated with little or no uncertainty.

The most widely used form of fixed-price agreement has been the fixed-unit-price, performance-based contract. These agreements make payments to the contractor contingent on successful achievement of specified, measurable performance outcomes. The risk under this form of agreement should be primarily with the contractor since compensation is not owed, regardless of the costs incurred, unless the contractor achieves satisfactory results. Work performed under this type of contract will be allocated to the appropriate cost categories.

Another type of fixed-price agreement is an indefinite quantity contract. They are used when an organization knows what specific goods or services it needs but cannot specify the quantity it will need or the times they will be needed. Such contracts may contain many types of items, as long as each type is clearly described in the statement of work.

Choice of Contract

COWIB will use a type of contract based on consideration of cost and price analysis, degree of performance certainty, assignment of risk, and the particular characteristics of a given procurement.

Cost Reimbursable Contracts

Contracts between units of State or local government, and any other entity organized principally as the administrative entity for COWDB will be conducted on a cost reimbursable basis. Cost plus type awards are not allowable. In the case of procurement transactions with schools that are a part of these entities, such as State universities and secondary schools, when tuition charges or entrance fees are not more than the educational institution's catalogue price, necessary to receive specific training, charged to the general public to receive the same training, and for training of participants, the tuition and/or entrance fee does not have to be broken out by items of cost.

Fixed-Price Contracts

An appropriate use of a fixed-price contract is where the contract price is made up of single unit charges and payment is contingent of delivery of the specified units, such as OJT employer agreements and catalogue priced tuition training. A logical use of the indefinite quantity contract would be when contracting for referrals to training that has tuition-based pricing. This will obviate the need to execute small purchases again and again.

Minimum Standards

Each contract written at COWIB level will contain elements as described in this policy. This policy is not intended to prescribe a format or order: however, each element identified in this policy will be addressed in COWIB contracts.

Signature/Cover Page

All contracts, including modifications, will be executed and signed by the BCEO Chair or designee, and will include beginning and ending dates for the contract performance and payments. The signature or cover page will include:

- A Statement of Purpose,
- The names and addresses of the parties to the contract,
- The beginning and ending date of the contract,
- A list of contract sections and attachments,
- The typed names and titles of signatories, and
- The signatures and the date of signature.

Sub-award agreements must use the contract cover page provided in Attachment A.

Statement of Work

Each contract will contain a narrative describing the quantity and quality of work to be performed by the contractor. The narrative will provide a timeline of events such as the dates the contract work is to begin and end, and any start-up or close-out dates (if any), and how will performance outcomes be documented and verified. Adult and Dislocated Worker Service Provider/Sub-recipient contracts must reflect the requirements of the local integration service delivery design to include the minimum integration requirements as set forth by the State.

Payment and Delivery Provisions

The conditions under which COWIB will make payment or partial payments to the contractor will be clearly stated. Included here will be the budget or benchmarks for payments; frequency of payment if progress or reimbursement payments are used; addresses of where to submit invoices and where to send payments; the types of invoices required, including any backup and supporting documentation; discounts; holdbacks; and other payment-related information. COWIB will consider holding back some portion of the contract price pending full performance. For example, holding some portion of the agreed upon payment price to any OJT employer until the participant has been employed by that employer for more than 90 days.

Boilerplate Terms and Conditions

Contracts with Contractors

The following terms and conditions will be included in any contract between COWIB and a contractor or service provider (over \$25,000 in services or goods).

- Provisions for early Terminations:
 - For cause (default)--The termination for default clause will give COWIB the right to terminate the contract for the contractor's failure to perform its obligations under the contract.
 - For convenience--This clause will allow COWIB to terminate the contract without becoming liable for breaching the contract by giving reasonable notice.
 - Funding--This clause will allow COWIB to terminate the contract due to lack of funds.

Modification to Grants

This provision outlines the method and circumstances under which grant modifications may be made to contracts issued by the Central Oklahoma Workforce Innovation Board (COWIB).

1. Automatic Modifications Due to Federal or State Law
 - Any revisions, additions, or deletions required due to changes in federal or state law or regulations will be automatically incorporated into the contract without the need for a written amendment. These changes will take effect on the date designated by law or regulation.
2. Modifications Due to Funding Reductions
 - Budget reductions may be considered and implemented if:
 - A contractor fails to meet expenditure, client, or outcome goals.
 - COWDB receives notification of a funding reduction from the State of Oklahoma or the U.S. Department of Labor (USDOL).
 - If a contractor falls below 90% of planned expenditures, the Board of Chief Elected Officials (BCEO) and COWDB may de-obligate unspent funds and require the contractor to submit a revised budget.
3. General Modification Requirements
 - Except for modifications required by federal or state law, all contract modifications must be submitted for written approval by both the BCEO and the COWDB Board of Directors before taking effect.

- Either party to a contract may request a re-negotiation of terms if unforeseen circumstances arise that:
 - Were not foreseen or reasonably foreseeable at the time of contract execution.
 - Have a substantial and material impact on contract performance.
 - Are outside the control of either party.
- 4. Modifications Increasing Contract Budgets
 - Increases in contract funding may be considered only in limited circumstances, such as when additional funds become available to the area, including:
 - National Emergency Grant (NEG) funds
 - Reallocated funds
 - Other funding increases from USDOL

These provisions ensure that contract modifications remain compliant with federal and state requirements, while also providing flexibility to respond to funding changes and unforeseen circumstances.

Provision Against Assignment

This provision ensures that the contractor will not assign its interest in the contract without written approval from COWIB.

Subcontracting

It is the intent of COWIB that no contractor will be permitted to subcontract away its contract responsibilities without the prior written approval of the CEO.

Indemnification (Hold Harmless)

The contractor shall indemnify, defend, and hold harmless the Central Oklahoma Workforce Innovation Board, the State of Oklahoma, the U.S. Department of Labor (USDOL), and their officers, agents, employees, and affiliates from and against any and all claims, liabilities, damages, losses, expenses, or legal actions arising from or related to the contractor's performance, negligence, misconduct, or failure to comply with the terms of the contract. This includes, but is not limited to, court costs, attorney's fees, and any settlements or judgments incurred as a result of legal action. This provision shall remain in effect throughout the contract period and survive contract termination.

Dispute Resolution

To ensure fair and efficient resolution of disputes related to contract performance, the following method will be used:

1. Informal Resolution—The parties involved must first attempt to resolve the dispute through direct communication. Written documentation of concerns and proposed resolutions should be exchanged.
2. Formal Written Complaint-- If informal resolution fails, the aggrieved party must submit a written complaint outlining the dispute, contract terms in question, and requested remedy by email to cowib@cowib.org.

3. Review of Complaint—The COWIB designated staff will review the complaint, gather relevant documentation, and issue a written response within 10 business days.
4. Appeal to LWDB Leadership – If the dispute remains unresolved, the complainant may appeal to COWIB leadership within five business days of receiving the contract administrator’s decision. The COWIB CEO or designated representative will conduct a review and issue a final decision within 15 business days.

All disputes and resolutions will be documented to ensure transparency and compliance with applicable regulations.

Audit Rights

The Central Oklahoma Workforce Innovation Board, the State of Oklahoma, the U.S. Department of Labor (USDOL), and any other entity with statutory audit rights shall have the authority to examine, audit, and inspect all records, documents, and financial statements related to the contractor’s performance under this contract. This includes, but is not limited to, accounting records, invoices, payroll records, and other documentation necessary to verify compliance with contractual obligations and proper use of funds received. The contractor must provide access to such records upon request and retain all relevant documentation for a period of at least three (3) years after contract completion or as required by applicable laws and regulations.

Access to Records

The Central Oklahoma Workforce Innovation Board, the State of Oklahoma, the U.S. Department of Labor (USDOL), the Comptroller General of the United States, and their duly authorized representatives shall have timely and reasonable access to any books, documents, papers, and records, including electronic records, of the contractor or any subcontractor that are directly relevant to program charges. This access is granted for the purpose of audits, examinations, surveys, excerpts, transcripts, and photocopies to ensure compliance with contractual and regulatory requirements. Additionally, the contractor and subcontractor must provide access to personnel for interviews and discussions related to these records as needed. This requirement shall remain in effect for a minimum of three (3) years after contract completion or longer if required by applicable laws and regulations.

Copyrights and Rights to Data

All data, materials, and works first produced, developed, or delivered under this agreement shall be subject to the funding source requirements regarding copyrights and data rights. The grant recipient, the State of Oklahoma, and the U.S. Department of Labor (USDOL) shall have unlimited rights to use, reproduce, publish, or distribute any data, reports, or materials created under this contract. The contractor shall not copyright any work produced under this agreement without prior written approval from the COWIB, the State of Oklahoma, and USDOL. Any approved copyrights shall include a royalty-free, non-exclusive, and irrevocable license granted to these entities for government purposes.

Pre-agreement Cost Clause

No funds expended prior to the contract's signature date shall be considered allowable unless specifically authorized by this Pre-Agreement Cost Clause. This clause permits the expenditure of funds between the planned effective date of the contract and the actual signature date, provided such expenditures are necessary, reasonable, and in compliance with applicable regulations. Under no circumstances shall allowable pre-agreement costs exceed 30 calendar days prior to the contract's signature date. All pre-agreement expenditures are subject to review and approval by COWIB and must be documented to ensure proper accountability.

Increases and Extensions

Any increase in funds will be based on adequate documentation of past-demonstrated performance outcomes and the rationale provided. The contract may be extended but the limitation on the number of years must be specified and the provisions justifying the extension must be documented utilizing the modification process.

De-obligation/Re-obligation/Extensions

Will define situations, if any, which contract payments may be decreased or the contract length extended.

Price Adjustment

If a contract or modification was negotiated in reliance upon cost data supplied by an organization offering a proposal. COWIB will ensure that it can adjust the price to exclude any significant sum by which the price was increased, because the contractor had submitted cost data in its proposal that was not accurate, complete, or current as certified.

Renewal

The State of Oklahoma allows the extension of a contract for two consecutive years (in one-year increments) from the original contract ending if the basis for renewal has been met, documented and verified. Contracts have a negotiated level of performance specified that must be met in order to be renewed. The performance measures reported by the contractor will be analyzed, verified and documented utilizing information contained in Oklahoma Case Management System by a simple sampling method. Performance will be analyzed on a quarterly basis to ensure reports made by the contractor can be supported by information contained in the system. The review for renewal will be conducted in the month following the third quarter of performance and a determination as to whether the contract may and will be renewed will be concluded before the end of the tenth month of the contract year. The contractor will be notified in writing as to whether their contract will be renewed.

Contracts with Providers/Contractors Who Serve Participants

COWIB will consider the following conditions as minimum requirements in contracts with a contractor or service provider (over \$3,000), who provides services to participants.

Provider/Contractors Insurance

Required insurance shall be carried and maintained throughout the term of this Contract. This may include but is not limited to workers compensation, classroom insurance, non- owned automobile or general coverage. The certificates of insurance shall contain an understanding by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased without thirty (30) days prior written notice to COWIB. (Attachment G, OKC Certificate of Insurance Form)

During the term of the Contract, the Provider/Contractor shall provide, pay for, and maintain with companies satisfactory to COWIB, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Oklahoma. All liability policies shall provide that the Central Oklahoma Workforce Investment Area Local Elected Officials (COWDB BCEO, which includes the City of Oklahoma City and Oklahoma, Canadian and Logan Counties) are named additional insured as to the operations of the Provider/Contractor under this Contract and shall also provide the following Severability of Interest Provision:

With respect to claims involving any insured hereunder, each such interest shall be deemed separate for any and all other interest herein, and coverage shall apply as though each such interest was separately insured.

The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on the forms furnished by the City, showing the contract number and description as indicated in the Contract. The Certificate must be signed by the Authorized Representative of the insurance company(s) shown in the Certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to COWIB, on a timely basis, if requested by COWIB. The required policies of insurance shall be performable in Oklahoma City, and Oklahoma, Canadian and Logan Counties, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to COWIB of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Provider/Contractor shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated. If at any time COWIB requests a written statement from the insurance company(s) as to any impairment to the aggregate limit, the Provider/Contractor hereby agrees to promptly authorize and have delivered to COWIB such statement. The Provider/Contractor shall make up any impairment when known to it. The Provider/Contractor authorizes COWIB to confirm all information so furnished, as to Provider/Contractor's compliance with its bonds and insurance requirements, with the Provider/Contractor's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Provider/Contractor shall be primary to any insurance or self-insurance program carried by COWIB and or the BCEO.

No work or occupancy of the premises shall commence at the site unless and until the required

Certificates of Insurance are in effect and the written Notice to Proceed is issued to the Provider/Contractor by COWIB.

- The insurance coverage and limits required of the Provider/Contractor under this Contract are designed to meet the minimum requirements of COWIB. Such coverage and limits are not designed as a recommended insurance program for the Provider/Contractor. The Provider/Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Provider/Contractor have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed thereof, Provider/Contractor should seek professional assistance.
- Any deductibles or self-insured retentions or any scheme other than a fully insured program of general liability, automobile liability and/or employer's liability must be declared by the Provider/Contractor and be approved in advance by COWIB. At the option of COWIB, either the Provider/Contractor shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City and/or the COWDB BCEO; or the Provider/Contractor shall procure a bond guaranteeing payment of the losses and related investigations, claim administration and defense expenses not otherwise covered by Provider/Contractor's insurance because of deductibles or self-insurance retentions.
- Worker's Compensation and Death Liability. The Provider/Contractor shall maintain, during the term of the Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in an amount not less than one hundred thousand dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted (if subcontracting is allowed pursuant to the Contract), the Provider/Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Provider/Contractor. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Provider/Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
- Commercial General Liability Insurance: The Provider/Contractor shall maintain during the term of the Contract sufficient Commercial General Liability Insurance to protect the Provider/Contractor and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Provider/Contractor or by any sub-providers/contractors or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than:
 - Property Damage Liability in an amount not less than twenty-five thousand dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.
 - All Other Liability in an amount not less than one hundred seventy-five thousand dollars

(\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.

- Single Occurrence or Accident Liability in an amount not less than one million dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If the Provider/Contractor's Commercial General Liability coverage is written in a "claims-made" form, Provider/Contractor shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

- Automobile Liability Insurance shall be maintained by the Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:
 - Bodily Injury Liability
 - \$175,000.00 Limit each person
 - \$1,000,000.00 Limit each accident
 - Property Damage Liability
 - \$25,000.00 Limit each accident
 - or
 - Bodily Injury and Property Damage Liability
 - \$1,000,000.00 Combined single limit each accident
- Governmental Liability Insurance – COWIB will require on contracts with governmental agencies or other appropriate entities the inclusion of the following statement in lieu of the above requirements in the contract:

The parties agree that the Governmental Tort Claims Act, 50 O. S. 1991, 151 et seq. shall govern all tort actions brought. If the Provider/Contractor is a governmental entity, it warrants that it maintains appropriate insurance or is self-insured for tort liability and/or workers' compensation.

Each party shall be solely responsible for the acts of omissions of its employees and/or agents under this Agreement subject to the limitations set forth in the Governmental Tort Claims Act, 50 O. S. 1991, 151 et seq. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the parties or between officers, agents, and/or employees or any party with any of the other parties.

Equal Employment Opportunity

COWIB will ensure that

no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

U.S. Department of Labor Assurance Statement 29 DFR 37.20(a)(1), § 188 of WIOA.

Grievances

COWIB will request the grievance be submitted in writing to address the issues being grieved within 10 working days after the reported occurrence. COWIB will review and make the determination of necessary action relative to the nature of the grievance. COWIB will provide a written response within 60 day from the date the grievance is received in the COWIB office.

COWIB contracts will be in compliance with the following current COWIB policies and procedures: ***Equal Opportunity Policy, Grievance Policy, Grievance Procedure and Discrimination Complaint Procedure.***

Duplicate Funding

COWIB will ensure that the contractor's costs, which are already allocated to other sources, may not be included in the cost of the contract. The contractor must inform COWIB if the contractor applies for or receives funds, which affect the cost or performance of work under this contract, and how the contractor plans to allocate duplicated funds. COWIB must have the right to renegotiate the contract relative to changed cost. Federal funds received will be used only to supplement training resources available through Education Assistance Programs. Federal funds may be used in conjunction with PELL, SEOG, and other programs, but funds from different sources will be used to pay for different services with no duplication.

Participant Rights

COWIB will ensure that participants receive similar benefits to other persons in similar situations. COWIB will also ensure that participants receive orientation to the programs funded through OESC sufficient that they understand who will be providing services, what support services are available, and what the participant must do to be successful in the program.

Safety

COWIB will ensure a safe working or training environment for participants.

Contracts with Sub-recipients

The following terms and conditions are considered to be the minimum, in addition to the terms required in paragraphs VIII.D.5.a through VIII.D.5.e, in a contract with a sub-recipient.

Compliance with Law

A clause that requires compliance with the Workforce Investment Act, all implementing regulations, and any other applicable laws including but not limited to:

- The Workforce Innovation and Opportunity Act (WIOA),
- The Workforce Innovation and Opportunity Act (WIOA) Regulations,
- Other Federal laws,
- State laws,

- Oklahoma State Policies,
- Local laws,
- COWIB Policy, and
- The U.S. Department of Labor Statement 29 CFR 37.20(a)(1), Section 188 of WIOA

Record Retention

COWIB will include in the contract that the contractor's records will be kept by the contractor for three (3) years from date of contract closeout or audit/litigation resolution, whichever is later. The contractor shall maintain records, which may be audited at any time, to include, but not limited to, supportive documentation for all disbursements. Records must be current and traceable to source documentation. The contractor will turn over all records to COWIB, should the contractor go out of business, within 10 working days following the close of Contractor's business.

Reporting

The contract shall require a contractor to furnish COWIB any narrative, statistical, and financial reports related to the elements of the contract in the forms and at such times as required by COWIB.

Program Income

The contractor will ensure that income earned from federal funds received from OESC is used to further program objectives, in accordance with the regulation, OMB circulars, and state policy.

Property/Capital Expenditures

All property purchased from federal funds received from OESC will be handled in accordance with the state's property policy.

Corrective Action

COWIB will notify the contractor in writing on corrective action procedures relative to contract goals, performance, modification, and termination.

Patent Rights

All inventions, discoveries, or patents resulting from work performed under this contract are subject to federal requirements governing patent rights. In accordance with applicable laws and regulations, the U.S. Department of Labor (USDOL), the State of Oklahoma, and the grant recipient shall have certain rights to any invention or discovery first conceived or reduced to practice under this agreement. The contractor must promptly disclose any such inventions or patents and comply with all federal reporting and ownership requirements. Any patentable work developed with federal funds may be subject to a royalty-free, non-exclusive, and irrevocable license granted to the federal government for public use.

Recruitment

If participant recruitment is the responsibility of the sub-recipient, either wholly or in part, the contract must contain provision for the contingency of low enrollments. The contract must also clearly state any minimum requirements for participants.

Disallowed Costs

The contract will require that any costs determined by the COWIB, State of Oklahoma, or the U.S. Department of Labor to be unallowable shall be returned by the contractor in accordance with State and federal debt collection policy.

Documentation

COWIB will maintain the following documents in a Contract File:

- A copy of the contract and any modifications;
- Any program income negotiated;
- Justification of contract failure;
- Summary of negotiation of corrective action;
- The basis for the contract type selected; and
- Current copy of a school catalog, price list, and refund policy for off-the-shelf training contractors.
- Assurance Statement regarding U.S. Department of Labor (USDOL) Section 188 of WIOA.

Access To Records

The Contractor agrees that at any time during normal business hours, and as often as deemed necessary, COWIB's designated Staff Monitor or Board-contracted entity (rather than a Board Staff person), State of Oklahoma, U.S. Department of Labor, or other authorized Federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such inspection shall be made to determine if the Contractor is in compliance with the terms and provisions of the Contract.

Equal Opportunity and Nondiscrimination Statement

All Recipients, and Sub-recipients / Sub-grantees must comply with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

Addenda / Revisions

The COWIB Chief Executive Officer is authorized to issue additional instructions, guidance, approvals, and/or forms to further implement the requirements of policy, without making substantive change to the policy, except in situations when a new or updated state and federal guidance is issued.

CONTRACT FOR SERVICES

Workforce Innovation and Opportunity Act, Title I
Central Oklahoma Workforce Development Area

Under the authority of the Workforce Innovation and Opportunity Act, Title I, this Sub-Award Agreement is entered into between the below-named Pass-Through Entity (Workforce Board) and the following named Sub-recipient (Service Provider), designated by

Sub-Recipient Pass-Through Entity: Hereafter referred to as the "Board"	Central Oklahoma Workforce Innovation Board 3813 N Santa Fe Ave., Suite 135 Oklahoma City, OK 73118
Sub- Recipient: Hereafter referred to as the "Contractor"	Address: FEIN:
Awarding Pass-Through Entity:	Oklahoma Employment Security Commission 2401 N Lincoln Blvd Oklahoma City, OK 73105 Contact: Deanna Smith UEI Number:
Fiscal Agent:	Central Oklahoma Workforce Innovation Board 3813 N Santa Fe Ave Suite #135 Oklahoma City, OK 73118 FEIN: 176377315
Federal Awarding Agency:	U.S. Department of Labor, Employment and Training Administration
Federal Award Identification Numbers (FAIN) and Federal Award Dates:	
Total Amount of Federal Award:	
CFDA Number and Name:	17.258 WIOA Adult 17.278 WIOA Dislocated Worker 17.259 WIOA Youth
Federal Award Project Description:	
Period of Performance:	
Total Funds Obligated to the Sub-Recipient under this Agreement:	
Agreement Sections & Attachments	
Is this Award for Research and Development?	No
Indirect Costs Rate Award	9.0%

In performing its responsibilities under this grant agreement, the sub-recipient hereby certifies and assures that it will fully comply with all applicable Statute(s), and the following regulations and costs principles, including any subsequent amendments:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements:

2CFR Part 200; Uniform Administrative Requirement, Costs Principals, and Audit Requirements, Final Rule 2 CFR Part 2900; DOL Exceptions to 2 CFR 200

Other Requirements:

Contract Part II; Terms and Conditions

Contract Part II; Assurances and Certifications

With the execution of this agreement the Sub-recipient agrees to receive, disburse and account for said funds at the direction of the Central Oklahoma Workforce Innovation Board and Chief Local Elected Official with whom the ultimate responsibility and liability lies.

Certifications

I certify that I am authorized to sign this agreement and any attachments thereto, and have read and agree to all parts contained herein.

Party #1: Central Oklahoma Workforce Innovation Board
Signature & Date: _____
Name & Title:

Party #2:
Signature & Date: _____
Name & Title:

RFP Application Form

APPLICATION FORM

On behalf of:

Bidder Organization_____
Street Address_____
Mailing Address_____
City, State Zip Code_____
Proposed Service

I am submitting the attached proposal for the delivery of Program Year ____ services funded under the Workforce Innovation and Opportunity Act of 2014, PL 113-128 and its accompanying regulations, and I certify that I am authorized by the bidder to bind them to this proposal.

I certify that the contents of the application are truthful and accurate and the above named bidder agrees to comply with the policies stated in this application; and that this application represents a firm request subject only to mutually agreeable negotiations; and that the above named bidder is in agreement that the Central Oklahoma Workforce Innovation Board reserves the right to accept or reject any proposal for funding; and that the above-named bidder has not been debarred or suspended from receiving federal grants, contracts, or assistance and that the above-named bidder waives any right to claims against the Board of Chief Elected Officials (BCEO), members and staff of the Central Oklahoma Workforce Innovation Board, Inc.

I understand that the Central Oklahoma Workforce Innovation Board or the BCEO has no obligation to fund this proposal and that no obligation will exist until a contract has been negotiated and entered. Upon issuance of a contract, I certify I will carry out the goals of the program according to the terms and conditions set forth in the contract and modifications thereto, including the Project Design and the Budget. I further certify that agency officials listed below are authorized to negotiate a binding contract for the bidder and will be available during proposal evaluation.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Signature: _____

RFP Drug-Free Workplace Certification Form

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CFR Part 98, Section 98.305.320 and Subpart F.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (A) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (B) Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The grantee’s policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.
- (D) Notifying all employees that, as a condition of employment under the grant, the employee will:
 - Abide by the terms of the statement; and
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute for a violation occurring in the workplace no later than five days after such conviction.
- (E) Notifying the agency within ten days after receiving notice under paragraph D.2. with respect to any employee or otherwise receiving actual notice of such conviction. Employers of convicted employees provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working. The Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (F) Taking one of the following actions, within 30 days of receiving notice under paragraph D.2., with respect to any employee who is so convicted
 - Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).

Signature

Date

Typed Name of Authorized Representative

Title

RFP Certificate Regarding Conflict of Interest Form

CERTIFICATE REGARDING CONFLICT OF INTEREST

By signing and submitting this Certificate Regarding Conflict of Interest the undersigned covenants that no officers, members or employees of its governing board have any interest, and that none shall acquire any interest, direct or indirect, that would conflict with full and complete execution of this contract. Sub- recipient further covenants that in the performance of this contract, no person having any such interest will be employed. [WIOA Section 107 (h)]

No employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit no accept gratuities, favors or anything of monetary value from sub-recipients, or parties to sub agreements.

Signature

Date

Typed Name of Authorized Representative

Title

RFP Certification Regarding Debarment & Suspension Form

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

Applicant Organization: _____

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

The prospective primary participant, (i.e., grantee) certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Date

Typed Name of Authorized Representative

Title

RFP Certification Regarding Lobbying Form

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____	_____
Name of Grantee or Sub-recipient	WIOA Title I Program/Title
_____	_____
Name of Certifying Official	Title
_____	_____
Signature	Date

RFP Proposer Certification (5) Form

PROPOSER CERTIFICATIONS FOR: _____

Certificate Regarding Compliance with Federal Laws

The proposer, certifies that it is an Equal Opportunity Employer and is in compliance with Section 188 of the Workforce Innovation and Opportunity Act, the Americans With Disabilities Act, the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975, and Executive Orders 11246 and 11375. The proposer certifies that it will provide guidelines for client grievance procedures. Initial: _____

Certification of Intent to Participate in the One Stop Delivery System

The proposer certifies that it, if selected for a contract(s) through this proposal, agrees to support the WIOA One Stop concept and agrees to establish a cooperative and mutually beneficial relationship between the One Stop Partners to participate in the planning and implementation of individual and mutual duties, obligations, and responsibilities under the Workforce Innovation and Opportunity Act. The proposer certifies that it will participate in the local integration plan and will fully participate in the integrated and functional delivery of services that have been approved by the Workforce Development Board. Initial: _____

Certification of Indemnification

The proposer certifies that it is aware that an indemnification clause will be included in the contract(s) that is awarded as a result of this proposal. The proposer certifies that it is aware that the indemnification clause will state that the proposer (contract(s)or) shall indemnify and hold harmless the Central Oklahoma Workforce Innovation Board, the Central Oklahoma Workforce Innovation Board officers, agents, and employees and the Western WIOA Consortium of Chief Elected Officials from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the proposer (contract(s)or) or any of its employees, agents, volunteers, sub-recipient(s), or representatives. Initial: _____

Certificate Regarding Cost

The proposer certifies that to the best of its knowledge and belief, the cost data submitted is accurate, complete, and current at the time this proposal is submitted. Initial: _____

Certificate Regarding Transitioned Clients

The proposer certifies that it will honor the original plan of service to all clients that are being transitioned from a previous service provider. Clients that are "transitioned" are those eligible youth, adults and dislocated workers that are receiving WIOA services and have been registered as a WIOA client prior to the effective date of the contract(s) arising from this RFP. The proposer certifies that services to those transitioned clients will not be interrupted Initial: _____

Signature

Date

Typed Name of Authorized Representative

Title

RFP Certification of Bidder Form

CERTIFICATION OF BIDDER

I, _____ of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of _____ the offeror submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among offers and between offerors and state officials and employees, federal officials and employees, Central Oklahoma Workforce Innovation Board members and employees, local elected officials and employees, as well as facts pertaining to the giving or offering of things of value to any of the afore mentioned parties in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstance surrounding the making of the offer to which this statement is attached and has been personally directly involved in the proceedings leading to the submission of such bid; and
3. Neither the offeror nor anyone subject to the offeror’s direction or control has been a party:
 - a. to any collusion among offerors in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer,
 - b. to any collusion with any state official or employee, federal official or employee, Central Oklahoma Workforce Innovation Board member or employee, local elected official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between offerors and any state official, federal official, Board member, local elected official concerning exchange of money or other thing(s) of value for special consideration in the letting of the contract.

Signature

Date

Typed Name of Authorized Representative

Title

1. Complete form
2. Print
3. Sign Digital signatures not accepted.
4. Scan
5. Submit

RFP Certificate Regarding RFP Content Form

CERTIFICATE REGARDING RFP CONTENT

The proposer certifies that it has read all of the information presented in the RFP. The proposer certifies that it understands that the contract(s) that will arise from this RFP will have the conditions, stipulations, and requirements that are stated in the RFP and that the contract(s) will have other legal provisions that are standard and customary contract(s) provisions, but which are not specifically shown in this RFP.

The proposer (proposer’s representative) being duly sworn upon oath, deposes and says:

- That I executed the accompanying proposal on behalf of the Proposer, and that I had the lawful authority to do so.
- That the prices in this proposal have been arrived at independently.
- That the Proposer has not directly or indirectly entered into any agreement, express or implied, with any other actual potential proposer or Proposers having for its objective the controlling of the amounts of proposals, or the limiting of the number of proposals or proposers.
- That the Proposer has not paid, given or donated or promised to pay, give or donate to the COWIB or any officer or employee of the COWIB any money or other thing of value, including any special consideration, either directly or indirectly, in seeking to procure this contract(s).
- That, unless otherwise required by law, the prices quoted in this proposal have not been and will not be knowingly disclosed by Proposer until after proposals are opened.
- I understand that this proposal represents a legal offer to provide the services herein described, at the prices stated herein. This proposal is binding for a period of 60 days from the date submitted.
- That, by signing and submitting this proposal, the proposer agrees to each of the certifications contained in this proposal.

Signature of Proposers Representative

Typed Name and Title

Name of Proposer

Notary:

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature of Notary Public

Typed Name of Notary Public

SEAL

My Commission Expires _____/_____