

Upper Shore Workforce Investment Board
1000 College Drive
Wye Mills, Maryland MD 21679

REQUEST FOR PROPOSALS

**One-Stop Operator
Upper Shore Workforce Investment Board**

Submit Sealed Competitive Proposals To:

Upper Shore Workforce Investment Board Bid Committee
PO Box 8
Wye Mills, Maryland 21679

**Date for Receipt of Proposals:
March 31, 2017, 2:00 PM Eastern Daylight Savings Time**

INTRODUCTION

The Upper Shore Workforce Investment Board (USWIB) is requesting bid proposals from individuals and/or entities who are interested in providing One Stop Operator services for the Upper Shore Workforce Innovation and Opportunity American Job Center Network which comprises the five counties including: Caroline, Kent, Queen Anne's, Talbot and Dorchester Counties. The USWIB is making a maximum of \$40,000 available for the tasks and deliverables.

NOTE ABOUT ONE STOP NAME

Throughout this Request For Proposals, the term One Stop, Career Center, and American Job Center refer to the same entity. For Example, the One Stop for Talbot County is the Talbot Career Center which is an American Job Center.

GOVERNING LAW

The Laws and Regulations that are relevant to this Request for Proposals include:

- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- The Workforce Innovation and Opportunity Act of 2014 (WIOA)
- The Regulations for the Workforce Innovation and Opportunity Act of 2014
- Federal Policies relating to the Workforce Innovation and Opportunity Act of 2014
- The Code of Maryland
- Maryland State Policies relating to the Workforce Innovation and Opportunity Act of 2014
- USWIB policies
- USWIB Fiscal Agent Policies

SCOPE OF WORK

The Operator entity will provide services as depicted in the One Stop Operator: Tasks and Deliverables section below for the period July 1, 2017 through June 30, 2018.

There are three documents that reflect the alignment of the Upper Shore WIOA system. These three documents will define the "who, what, where, when, and how" of customer service for the job seekers and employers in the Upper Shore area:

1. the One Stop Memoranda of Understanding,
2. the One Stop Resource Sharing Agreement, and
3. the One Stop Operator Contract.

The USWIB is issuing this Request for Proposals (RFP) as the mechanism to select a One Stop Operator. The RFP is based on section 678.620 of the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One Stop System Joint Provisions; Final Rule and the Upper Shore Plan that cite the role and functions of the One Stop Operator. The Upper Shore Plan is available online at www.uswib.org.

One Stop Operator: Tasks and Deliverables

Facilitate: The One Stop Operator facilitates collaboration and cooperation among One Stop Partners.

- A. The Operator is the point of contact regarding issues impacting the One Stop Partners related to operations in the American Job Center:
- 1) Convene regional Partner meetings on at least a quarterly schedule or more often if mutually agreed upon, to discuss and share general information, updates to the law, Maryland policies and local program updates
 - a. Determine agenda for each meeting
 - b. Provide minutes to Partners after each meeting
 - 2) Convene local county Partner meetings on at least a quarterly schedule or more often if mutually agreed upon, to discuss and share American Job Center traffic patterns and activities.
 - a. Determine agenda for each meeting
 - b. Provide minutes to Partners after each meeting
 - 3) Ensure stakeholders are invited to regional and county meetings and are engaged
 - 4) Meetings may be called more often if requested by a majority of Partners, the One Stop Operator or the USWIB.

Core Partners include:

- Division of Workforce Development and Adult Learning
- Title I Training & Career Services
- Division of Rehabilitation Services
- Adult Education & Literacy
- Temporary Assistance for Needy Families

Additional stakeholders include:

- Veteran Representatives
- Native American Programs
- Job Corps
- Migrant & Seasonal Programs
- Other One Stop Partners

Other relevant stakeholders may include:

- Libraries
- Local business representatives, including Chambers of Commerce
- Economic Development Entities
- Vocational & secondary schools
- Other stakeholders

Coordinate: Develop a mechanism to coordinate available training funds from Partner programs such as Workforce Innovation and Opportunity Act Title I, Adult Education and Literacy (AEL), Temporary Assistance for Needy Families (TANF), State-funded training funds such as Employment Advancement Right Now, and Federal Pell Grants, so that training funds supplement rather than supplant each other.

- A. Create a training funding protocol with Partner organizations in the American Job Center.
- B. Convene discussions and intervention, as needed to assist with the coordination of training funding.
- C. Assist in the coordination efforts for the provision of Rapid Response activities that includes the employer, affected workers, USWIB, Maryland Department of Labor, Licensing and Regulation Dislocation Services Unit, Unemployment Insurance, Upper Shore Career Center Partners, and other stakeholders.

Validate: Ensure partner organizations adhere to the MOU documents providing infrastructure and operation contributions as determined in the WIOA legislation:

- A. Ensure Unemployment Insurance personnel provide periodic updates on Unemployment Insurance to the American Job Center Partner staff.
- B. Facilitate alignment regarding the actual provision of customer flow in the American Job Center Network and the agreed-upon customer flow process in the MOU.
- C. American Job Centers adhere to MOU schedule regarding
 - (1) Hours of operations
 - (2) Partner engagement
- D. Ensure that regional and local meetings take place according to the MOU agreement and the One Stop Operator Contract
- E. Coordinate closings/interference with regular one-stop service delivery as depicted in the MOU
- F. Contact Partners who have not engaged regarding MOU schedule as agreed upon in the MOU
- G. Contact Partners regarding contributions schedule as agreed upon in the Resource Sharing Agreement
- H. Contact Partners regarding challenges to providing one-stop delivery resources as depicted and agreed in the MOU
- I. The Upper Shore One Stop Operator contract will include determining which partners are using MWE and for what purposes.

Report: The One Stop Operator will report to the USWIB on an agreed upon basis on the status of One Stop operations. The USWIB will provide oversight through the periodic review of the One Stop Operator contract and the One Stop Operator's performance of the tasks and deliverables. The USWIB, through its NAWB membership, will take advantage of resources and technical assistance related to the review and evaluation of the One Stop Operator.

The USWIB will require:

- A. The One-Stop Operator will submit a written and verbal report on work accomplished and challenges encountered to the USWIB. In addition, the One-Stop Operator will gather data for the USWIB from the partners on a monthly basis including: common

measure information; tracking incoming clients; resource room usage; and program specific referrals as outlined in the WIOA MOU.

B. Written summary regarding partner compliance with MOU:

- 1) Identify data requirements for reporting
- 2) Identify challenges/issues/successes for anecdotal reporting
- 3) Identify professional development needs of workforce system staff. The USWIB, through its NAWB membership, will take advantage of resources and technical assistance related to the review and evaluation of the One Stop Operator.
- 4) The USWIB will determine if sufficient local funds are available for technical assistance. If local resources are not sufficient to fund the technical assistance needs of the USWIB, the One Stop Network or the One Stop Operator, a technical assistance funding request will be created and sent to the Governor's Workforce Development Board and the Maryland Department of Labor, Licensing and Regulation.

C. Work with USWIB and or USWIB Committees as needed for specific projects/initiatives/data

Negotiate:

A. Seek consensus and agreement regarding:

- 1) Format of meetings and scheduling
- 2) Challenges regarding Partner's MOU compliance
- 3) Challenges regarding Partner's meeting attendance issues

B. Coordinate with agency-determined dispute resolution entities as required

Equal Opportunity: The One Stop Operator will be responsible for reporting to the USWIB on an annual basis on the topic of Workforce Innovation and Opportunity Act Section 188 compliance. The USWIB will determine the role of the One Stop Operator in the implementation of Equal Opportunity and may include the EO Information and Referral functions for the One Stop Operator in the One Stop Operator Contract. If the USWIB does not include the EO functions in the One Stop Operator Contract, the USWIB will designate a person or entity for the One Stop Information and Referral EO role.

- A. The One Stop Operator provides standard EO language to be placed on all new and reprinted American Job Center marketing material and routinely monitors system compliance with this requirement.

The selected proposer will perform the tasks and provide the deliverables as depicted above, based upon an annual compensation amount which will be included in the bid.

BID Packet

Proposers must submit the following information as a bid:

1. A narrative, using the **Narrative Form** accompanying this RFP describing the proposer's experience in similar activities and the ability to accomplish tasks and provide the deliverables

in the Upper Shore Workforce Area: Caroline, Kent Dorchester, Queen Anne's and Talbot Counties in Maryland.

2. A cost proposal using the **One Stop Operator Budget Form** accompanying this RFP.
3. Attachment A, **Conflict of Interest and Ethics Statement**
4. Attachment B, **Bid Form**
5. Attachment C, **Bid Affidavit**, and
6. **Proof of Insurance** (letter) as described in Attachment D.
7. A **resume** for the person who will be performing or leading the One Stop Operator duties
8. Three (3) **references** who can attest to capabilities with similar projects

The USWIB may interview individuals and/or entities before making the selection of the award. Applicants must be able to deliver the One Stop Operator services within the five-county area of Kent, Queen Anne's, Caroline, Dorchester and Talbot Counties.

Expectations of the USWIB

- Identify organizations and stakeholders to participate in the Operation of the One Stops as depicted in the One Stop MOU.
- Oversee and evaluate the performance of the One Stop Operator based upon the tasks and the deliverables as depicted in this document.
- Approve and submit requisition for payment of One Stop Operator in a timely manner as agreed upon in the contract.
- Assist the One Stop Operator in obtaining any available information as necessary to complete the duties promptly under this RFP.
- Discuss with the One Stop Operator any problems that develop so that a quick resolution of any difficulties can be implemented.

Expectations of the Proposal Organization

- Perform One Stop Operator functions and duties as depicted in the Scope of Work.
- Submit a monthly invoice using an agreed upon format for services rendered by the 10th day of the month.
- The One-Stop Operator will submit a written and verbal report on work accomplished and challenges encountered to the USWIB. In addition, the One-Stop Operator will gather data for the USWIB from the partners on a quarterly basis including: common measure information; tracking incoming clients; resource room usage; and program specific referrals as outlined in the WIOA MOU.

CRITERIA FOR EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The final award of contract will be based on the following selection criteria. Each proposal will be assigned a point value based on the proposed approach to 1) Cost per year for the period July 1, 2017 – June 30, 2018, 2) the proposer's information provided in the Narrative Form and, 3) the proposer's references 4) if the USWIB chooses to interview a proposer(s), the interview will be factored into the award decision at the discretion of the USWIB.

Criteria	Points
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Understanding of contract requirements and ability to satisfy the desired characteristics	20 Points
Administrative, management and staffing	15 Points
Firm reputation, qualifications, experience, references and financial stability	30 Points
Cost	35 Points
Total	100 Points

EVALUATION OF PROPOSALS

The evaluation of proposals will be done in accordance with the procedure provided below, with the primary intent to determine the proposer who has submitted a responsible proposal, which is fully responsive to the project requirements and is, in the USWIB opinion, the most advantageous to the USWIB. Proposals will be evaluated on the basis of the criteria established above. All judgments made will be in the best interest of the USWIB.

1. The USWIB may make such investigations as are deemed necessary to determine the ability of a proposer to perform the work as specified herein.
2. The USWIB reserves the right to clarify information submitted in a proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Proposers shall furnish the USWIB all such information and data necessary for the USWIB to determine if the proposal is responsible and responsive to the USWIBs requirements as stated herein.
3. A USWIB evaluation team will utilize information submitted to evaluate proposals. It is the intent of USWIB to select a proposer based upon the criteria for evaluation, as judged to be the most responsive and most qualified proposer for this project.

FINAL AWARD OR REJECTION OF PROPOSAL

The contract will be awarded to the most responsive and responsible proposer(s) complying with all provisions and requirements as specified in this RFP and in accordance with the above listed criteria for evaluation. The award will be made subject to the availability of public funds for this project, if appropriate, and only if it is in the best interest of the USWIB to make the award. The USWIB also reserves the right to reject any proposal if evidence submitted by or investigation of such a proposer fails to satisfy the USWIB that the proposer is properly qualified to carry out the obligations of the contract therein. Conditional proposals will not be accepted. The USWIB reserves the right to reject any or all proposals whenever it is in the best interest of the USWIB to do so, and to waive any formalities, informalities, or technicalities as are deemed appropriate.

DISPUTE RESOLUTION FOR AWARD OF CONTRACT

The President of the USWIB will adjudicate any disputes relating to the award of this contract. The President of the USWIB will determine if the proposals were evaluated in accordance with the Criteria for Evaluation of Proposals. Based on that investigation the USWIB President will make a final decision on the merits of the dispute. The decision of the USWIB President is final.

OWNERSHIP OF RECORDS

All reports and data prepared under a contract issued pursuant to this RFP shall become the property of the Upper Shore Workforce Investment Board.

CHANGE OF SCOPE

The USWIB maintains the right to delete or insert tasks in the Scope Of Work with appropriate changes in cost.

TERMINATION

The USWIB will make an award for a contract from Upper Shore Workforce Innovation and Opportunity Act funds. The award is contingent upon the receipt of those federal funds. If the USWIB does not, in its opinion, receive an adequate level of funding, the USWIB may terminate the award.

OPTION TO EXTEND THE CONTRACT AND AWARD

The USWIB may negotiate with the winning bidder for an extension of the award for a second year.

Commented [MD1]:

TIMETABLE FOR REVIEW OF FACILITATION SERVICES PROPOSALS

ACTION	DUE DATE
Public advertisement of Request for Proposal.	March 1, 2017
Pre Bid meeting: 2 nd Floor Board Room, Dorchester Building, Chesapeake College Wye Mills, MD 21679	March 10, 2017 9:30 AM EST
Proposals due from proposers to: Upper Shore Workforce Investment Board Bid Committee 1000 College Drive Wye Mills, MD 21679 Upper Shore Workforce Investment Board Bid Committee P O Box 8 Wye Mills, MD 21679 Qualified submissions due no later than 2:00 PM EDST, March 31, 2017	March 31, 2017 2:00 PM EDST
Anticipated Start of Contract.	July 1, 2017

PROCEDURES FOR QUESTIONS REGARDING THE PROPOSAL

All questions regarding the proposal shall be directed in writing to Daniel P. McDermott no later than 3:00 pm EST, March 9, 2017. Questions may be emailed to dmcdermott@chesapeake.edu no later than 3:00 pm EST, March 9, 2017. Responses to questions will be posted on the website www.uswib.org by 4:30 pm EST March 17, 2017.

CONFLICT OF INTEREST STATEMENT

In compliance with the Public Ethics Law contained in the Maryland Annotated Code, Article 40A, acquisitions from a business in which an employee has an interest are prohibited. Interest is deemed present if an employee, and/or the spouse or minor children owns a percentage of the assets of the business. A copy of the Conflict of Interest Statement is included as Attachment A and must be completed and returned with the proposal.

INCLEMENT WEATHER OR CHESAPEAKE COLLEGE CLOSING

In the event that Chesapeake College is closed March 31, 2017, proposals will be due by April 4, 2017 at 2:00 PM EDST. This due date will only be in force if Chesapeake College is closed March 31, 2017 for any part of the time period 8:00 am – 4:30 pm.

LATE PROPOSALS

It is the proposer's responsibility to ensure that the bid is received. Late proposals will not be considered and will be returned to the proposer unopened. Proposers are responsible for making sure that proposals are delivered on time by delivery services, hand delivery or US Postal Service.

ERRORS IN PROPOSALS

The right to contact any or all proposers to verify information included in the proposal and to clarify any questions regarding the information submitted in the proposal in order to ascertain whether the proposal(s) received is responsive to the proposal requirements and that the proposer is responsible.

Proposers are responsible for the accuracy of all information provided in their proposal, which includes but is not limited to prices quotes. In the event of a discrepancy between the unit price and its extension or a unit price and a total price, the unit price will govern.

DISQUALIFICATION OF PROPOSERS

The following causes will be considered sufficient to automatically disqualify any proposer, and proposals from disqualified proposers will not be given further consideration. Moreover, this list does not preclude elimination of a proposer from further consideration for other reasons as outlined herein or as determined to be reasonable, appropriate and/or necessary and in its best interest.

1. Collusion among or between proposers.
2. Unbalanced proposals, that is, proposals in which the prices quoted for some items are out of proportion to those quoted for other items.
3. Lack of responsibility on the part of the proposer.
4. Financially weak/unstable proposers.

BID PACKET

Proposers must submit the following information as a bid:

1. A narrative, using the **Narrative Form** accompanying this RFP describing the proposer's experience in similar activities and the ability to accomplish tasks and provide the deliverables in the Upper Shore Workforce Area: Caroline, Kent Dorchester, Queen Anne's and Talbot Counties in Maryland.
2. A **cost proposal** using the **One Stop Operator Budget Form** accompanying this RFP.
3. Attachment A, **Conflict of Interest and Ethics Statement**
4. Attachment B, **Bid Form**
5. Attachment C, **Bid Affidavit**, and
6. **Proof of Insurance** (letter) as described in Attachment D.
7. A **resume for the person who will be performing** or leading the One Stop Operator duties
8. Three (3) **references** who can attest to capabilities with similar projects

The USWIB may interview individuals and/or entities before making the selection of the award. Applicants must be able to deliver the One Stop Operator services within the five-county area of Kent, Queen Anne's, Caroline, Dorchester and Talbot County.

Conflict of Interest Statement: (Attachment A)

In compliance with Public Ethics Law contained in the Maryland Annotated Code, Article 40A, acquisitions from a business in which an employee has an interest are prohibited. Interest is deemed present if an employee and/or his/her spouse or minor children own assets in a business. The Conflict of Interest Statement is included as Attachment A and must be completed and returned with the proposal.

Ethics Statement: (included in Attachment A)

In compliance with Public Ethics Law contained in the Maryland Annotated Code, Article 40A, it is illegal for any officer or employee of an agency conducting the procurement to solicit or obtain any proprietary or source selection information regarding the procurement prior to the award of a contract.

Bid Affidavit: (Attachment C)

All bid proposals must include a signed bid affidavit included below.

Insurance Certification: (Attachment D)

The following information is requested in order to determine whether a proposed proposer is capable of providing the services specified under the Statement of Requirements:

Proof of insurance: Proposers will be required to supply a letter from their insurance company or a copy(s) of current (up to date) certificate(s) of insurance which includes the policy number, the name(s) of the insurance company(s) and insurance agent(s), effective date(s) and coverage amounts and details as specified in the statement requirements. Proposer shall procure and maintain throughout the term of the contract policies of insurance from a carrier with an A.M. Best rating of "A-" or better.

STATEMENT OF REQUIREMENTS

1. Terms of Contract:
 - a) July 1, 2017 – June 30, 2018
 - b) Either party may terminate the contract, without cause, with 30 days written notice.
 - c) The contract may be terminated immediately if the USWIB determines the proposer has become financially unstable or if a serious interruption of provided services occurs.
 - d) The contract may be extended for a second year by mutual agreement of the USWIB and the proposer

2. Indemnity, Liability, Insurance and Employee Bonds
 - a) The proposer shall be required to indemnify the Upper Shore Workforce Investment Board for any damage to property caused by or arising out of or in connection with any act or omission of the proposer, its employees, servants, agents or proposers or proposer's occupancy or use of any property or the performance of the contract, or anything, matter or condition of the contract to be performed or observed by the proposer.

 - b) The proposer shall be required to defend, indemnify and save the Upper Shore Workforce Investment Board harmless from and against any and all claims, actions, demands, damages, liability and expenses (including counsel fees) for injury to the property of others and injury or death of persons, which is caused by or arises out of or

in connection with proposer occupancy or use of any property or the performance of the contract, or anything, matter or condition of the contract to be performed or observed by the proposer(s), against employees or the contract or arising out of breach by the proposer of any term, or condition of the contract to be performed or observed by the proposer.

- c) Proposer shall, at its expense, maintain insurance with companies who are reasonably acceptable as stipulated below:
- d) Workers compensation insurance as required by law. Statutory worker's compensation benefits. Employers' Liability limits of \$500,000 / \$500,000 / \$500,000. Waiver of Subrogation in favor of the Upper Shore Workforce Investment Board. 30 days written notice must be given by certified mail of reduction in coverage, cancellation or non-renewal.
- e) Commercial General Liability insurance with minimum limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate. Policy is to contain the broad form commercial general liability endorsement or its equivalent.

There shall be no exclusion endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, completed operations, contractual liability, residential construction work or work performed by proposers

General Aggregate limit is to apply per project/location; Waiver of subrogation in favor of the Upper Shore Workforce Investment Board. The Upper Shore Workforce Investment Board named as additional insured including premises/operations and completed operations – ISO endorsements: CG 20 10 07 04 and CG 20 37 07 04 are acceptable (or their equivalent). Coverage is to be primary and non-contributory in favor of additional insured. 30 days written notice must be given by certified mail of reduction in coverage, cancellation or non-renewal.

- f) Motor Vehicle Liability insurance with minimum limits of \$1,000,000 Combined Single Limits. 30 days written notice must be given by certified mail of reduction in coverage, cancellation or non-renewal.
- g) Umbrella Limit of \$1,000,000 per Occurrence / \$1,000,000 Aggregate. 30 days written notice must be given to the Upper Shore Workforce Investment Board by certified mail of reduction in coverage, cancellation or non-renewal. Policy term to be concurrent with Commercial General Liability and Automobile Liability. Umbrella coverage must include as insured all entities that are additional insured on the Commercial General Liability.
- h) All insurance for liability protection, bodily injury or property damage shall include and specifically name the Upper Shore Workforce Investment Board as an additional insured with respect to all operations under the contract and premises occupied by the Operator provided, however, with respect to the Operator's liability for bodily injury or property damage under 1.11.3.1 - 1.11.3.3 above, such insurance shall cover, and not exclude,

Proposer's liability for injury to the property and to the persons or property of the employees, students, visitors, faculty members, agents, officers, trustees, or guests. Policies shall contain covenants requiring thirty (30) days written notice to Upper Shore Workforce Investment Board by certified mail before cancellation, reduction, or other modification of coverage.

- i) Proposer will furnish the USWIB with a certificate of insurance evidencing the requirements listed above at contract implementation.

BID PACKET

Narrative Form

One Stop Operator: Narrative

Provide a response to the italicized sections below

Facilitate: The One Stop Operator facilitates collaboration and cooperation among One Stop Partners.

A. The Operator is the point of contact regarding issues impacting the One Stop Partners regarding operations in the American Job Centers:

- Convene regional Partner meetings on at least a quarterly schedule or more often to discuss and share general information, updates to the law, Maryland policies and local program updates
- Convene local county Partner meetings on at least a quarterly schedule or more often to discuss and share American Job Center traffic patterns and activities.
- Determine agenda for each meeting
- Provide minutes to Partners after each meeting
- Ensure stakeholders are invited to regional and county meetings and are engaged

Core Partners include:

- Division of Workforce Development and Adult Learning, including Trade Assistance
- Title I Training & Career Services
- Division of Rehabilitation Services
- Adult Education & Literacy
- Temporary Assistance for Needy Families

Additional stakeholders include:

- Veteran Representatives
- Native American Programs
- Job Corps
- Migrant & Seasonal Programs
- Other One Stop Partners

Other stakeholders may include:

- Libraries
- Local business representatives, including Chambers of Commerce and economic development entities
- Vocational & secondary schools
- Other stakeholders

Describe a mechanism for setting meeting, date, time and location with One Stop Memoranda of Understanding Partners.

Describe a process for determining the meeting agenda including input from Partners, USWIB, and Other Stakeholders.

Propose how often meetings should be held to in order to provide information to One Stop Partners and gather information for reporting to the USWIB.

Describe how stakeholders will be identified and included in meetings:

- ***Describe how employers will be engaged***
- ***Describe how other workforce Partners will be identified and engaged***
- ***Describe how Chambers of Commerce will be engaged***
- ***Describe how Economic Development will be engaged***
- ***Describe how Libraries will be engaged***
- ***Describe how other stakeholders will be identified and engaged***

Coordinate: Develop a mechanism to coordinate available training funds from Partner programs such as Workforce Innovation and opportunity Act Title I, Adult Education and Literacy (AEL), Temporary Assistance for Needy Families (TANF), State-funded training funds such as Employment Advancement Right Now, and Federal Pell Grants, so that training funds supplement rather than supplant each other.

- Create a training fund protocol with Partner organizations in the American Job Center.
- Convene discussions and intervention, as needed to assist with the coordination of training funding.
- Assist in the coordination efforts for the provision of Rapid Response activities that includes the employer, affected workers, USWIB, Maryland Department of Labor, Licensing and Regulation Dislocation Services Unit, Unemployment Insurance, Upper Shore American Job Center Partners, and other stakeholders

Describe how Partners will be engaged in the process of identifying available training funds.

Describe how the identified process will be monitored to verify that funds are supplementing rather than supplanting other training funds.

Describe how Rapid Response activities will be coordinated with American Job Center Partners.

Validate: Ensure Partner organizations adhere to the MOU documents providing infrastructure and operation contributions as determined in the WIOA legislation:

Describe how Unemployment Insurance personnel will be engaged to provide periodic updates on Unemployment Insurance to the American Job Center Partner staff.

Describe how the One Stop MOU will be monitored to facilitate alignment regarding the actual provision of customer flow in the American Job Centers and the agreed-upon customer flow process in the MOU.

Describe how American Job Center Partners will be monitored to adhere to MOU schedule regarding:

- **Hours of operations**
- **Partner engagement**

Provide an assurance that scheduled meetings will take place according the MOU agreement.

Describe how to coordinate closings/interference with regular one-stop service delivery as depicted in the MOU.

Describe how Partners who are not adhering to the MOU schedule as agreed in the MOU will be engaged and encouraged to adhere to the MOU schedule.

Describe how the Resource Sharing Agreement(s) will be monitored for compliance Describe how Partners will be engaged regarding challenges to providing one-stop delivery resources as depicted and agreed in the MOU.

Describe how Partners will be recommended for Maryland Workforce Exchange access including the purpose for accessing data.

Reports: The One Stop Operator will be responsible for reporting to the USWIB on an agreed upon basis on the status of One Stop operations. The USWIB will provide oversight and monitoring of WIOA activities through the periodic review of the One Stop Operator contract and the One Stop Operator's performance and deliverables. The USWIB will require:

1. A Written summary regarding Partner compliance with MOU
 - Determine data needs for reporting
 - Determine challenges/issues/successes for anecdotal reporting
2. An Oral presentation to USWIB that includes aggregate career center data and summary report on annual deliverables (as identified).
 - Identify professional development needs of workforce system staff. The USWIB will make a request for Statewide WIOA resources to address the identified professional development needs. The USWIB, through its NAWB membership, will take advantage of resources and technical assistance related to the review and evaluation of the One Stop Operator.
 - The USWIB will determine if sufficient local funds are available for technical assistance. If local resources are not sufficient to fund the technical assistance needs of the USWIB, the American Job Centers or the One Stop Operator, a technical assistance funding request will be created and sent to the Governor's Workforce Development Board and the Maryland Department of Labor, Licensing and Regulation.
3. Work with USWIB committees as needed for specific projects/initiatives/data

Describe how the Professional Development needs of One Stop Partner Staff will be identified.

Negotiate: Seek consensus and agreement regarding

- Format of meetings and scheduling
 - Challenges regarding Partner's MOU compliance
 - Challenges regarding Partner's meeting attendance issues
- Coordinate with agency-determined dispute resolution entities as required

Describe how agency dispute resolution processes will be identified for One Stop Partners.

Describe how dispute resolution information will be distributed to One Stop Partners.

Equal Opportunity: The One Stop Operator will be responsible for reporting to the USWIB on an annual basis on the topic of Section 188 compliance. The USWIB will determine the role of the One Stop Operator in the implementation of Equal Opportunity and ***may include*** the EO Information and Referral functions for the One Stop Operator in the One Stop Operator Contract. If the USWIB does not include the EO functions in the One Stop Operator Contract, the USWIB will designate an EO Officer for the One Stop Information and Referral role.

The One Stop Operator provides standard EEO language to be placed on all new and reprinted marketing collateral and routinely monitors system compliance with this requirement.

Describe experience in administering Equal Opportunity provisions related to employment and training initiatives.

Describe experience in administering Equal Opportunity provisions related in any context.

One Stop Operator Budget Form

One Stop Operator Budget Form	
	Estimated Cost
Activity	July 1, 2017 – June 30, 2018
Facilitate County and Regional Meetings: 24 Meetings	
Create Training Funding Protocol	
Coordinate Rapid Response Events: 4 Events	
Monitor Memorandum of Understanding Compliance	
Recommendations for Maryland Workforce Exchange Access	
Reporting to USWIB: Monthly Written Report	
Reporting to USWIB: 5 Times In Person	
Equal Opportunity Functions	
Total Estimated Cost: July 1, 2017 – June 30, 2018	

CONFLICT OF INTEREST STATEMENT (Attachment A)

The undersigned hereby affirms and attests that to the best of my knowledge, no trustee, employee, spouse, parent, child, brother or sister of the trustee or employee, own assets in this business, and as of this date are also not employed by the USWIB.

Company _____

Authorized Signature _____

Date _____

ETHICS STATEMENT (Also Attachment A)

In compliance with the Public Ethics Law, et al., contained in the Maryland Annotated Code, Section 15-508, I hereby affirm that no employee of or representative for our company assisted the USWIB in the drafting of specifications, Invitation for Proposal or a Request for Proposal for this procurement, nor did any employee of or representative for our company assist or represent another person, directly or indirectly, who is submitting a Proposal or Proposals for this procurement.

Company _____

Authorized Signature _____

Date _____

BID FORM (Attachment B)

USWIB One-Stop Operator

Upper Shore Workforce Investment Board

P.O. Box 8

Wye Mills, Maryland

The undersigned proposes to furnish all labor, materials, equipment and services necessary to complete the above named project for the Upper Shore Workforce Investment Board, Wye Mills, Maryland.

Firm Name _____

The undersigned, having examined the bidding requirements, contract conditions, as well as all pertinent specifications as prepared by the Upper Shore Workforce Investment Board and having received clarification of all items of conflict or questions, submits a per-annum rate.

\$ _____ is the proposed cost-per-annum (rate).

Firm Name _____

Address _____

Phone _____ **Fax** _____

Signature _____

Title/Printed Signature

BID/PROPOSAL AFFIDAVIT (Attachment C)

NAME OF PROJECT: _____

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) and the duly authorized representative of (business)_____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONDITIONS

I FURTHER AFFIRM THAT:

Neither I, nor the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, director, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 7, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of persons(s) involved, and their current positions and responsibilities with the business) (use attachments as necessary):_____

C. AFFIRMATION REGARDING OTHER CONVICTION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, director, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies has:

- 1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- 2) Been convicted of any criminal violation of a state or federal antitrust statute
- 3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961, et. Seq., or the Mail Fraud Act, 18 U.S.C. 1341, et. Seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- 4) Been convicted of a violation of the State Minority Business Enterprise Law,
- 5) Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- 6) Been found civilly liable under a state or federal antitrust for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- 7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the names(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment) (use attachment as necessary):

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the names(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the fronds of the debarment or suspension) (use attachments as necessary):

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to section Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Codes of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, of affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification) (use attachments as necessary).

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural service, construction related service leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall, file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contact resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract:
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions:

- (c) Prohibit its employees from working under the influence of drugs or alcohol:
 - (d) Not hire or assign to work on the contract anyone whom the business knows. Or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program:
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred:
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace:
 - (ii) The business' policy of maintaining a drug and alcohol free workplace:
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by J (2)(b), above:
 - (h) Notify its employees in the statement required by J (2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction:
 - (i) Notify the procurement officer within 10 days after receiving notice under J (2)(h)(ii), above, or otherwise receiving actual notice of a conviction:
 - (j) Within 30 days after receiving notice under J (2)(h)(ii) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of J (2)(a)-(j) above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in J (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (5) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification:
- (6) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
- (7) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- 1) Except as validly contested, the business had paid, or has arranged for payment of, all taxes due to the State of Maryland and had filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final payment under any contract relating to this bid/proposal affidavit.
- 2) The business named above is a ____ sole proprietorship, ____ partnership, or ____ corporation formed under the laws of the State of Maryland
 - (3) (For entities not formed under the laws of Maryland,) I further affirm that the business named above is registered in accordance with the Corporation and Associations Article, annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State

Department of Assessments and Taxation, and that the name and address of its current resident agent filed with the State Department of assessments and Taxation is:

NAME: _____ ADDRESS: _____

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the contract.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland: (2) counties or other subdivisions of the State of Maryland: (3) other states: and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the accompanying bid or proposal shall be construed to supercede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) the Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ EIN or SS# _____

By: _____ Solicitation name _____
(Authorized Representative and Affiant)

Insurance Requirements (Attachment D)

Proposer shall procure and maintain throughout the term of the contract policies of insurance from a carrier with an A.M. Best rating of "A-" or better. Proposers shall furnish the Upper Shore Workforce Investment Board with a Certificate of Insurance prior to commencing work to include coverage and minimum limits as follows:

Commercial General Liability

Form: Commercial General Liability including premises, ongoing & completed operations, personal injury & contractual liability.

Minimum Limits: \$1,000,000 per occurrence / \$2,000,000 aggregate

Endorsements: General aggregate applies per project/location
Waiver of subrogation in favor of the Upper Shore Workforce Investment Board.
The Upper Shore Workforce Investment Board named as additional insured including premises/operations and completed operations – ISO endorsements CG 20 10 07 04 and CG 20 37 07 04 are acceptable (or their equivalent).
Coverage to be primary and non-contributory in favor of additional insured.
30 days written notice by certified mail of reduction in coverage, cancellation or non-renewal in favor of the Upper Shore Workforce Investment Board

There shall be no exclusion endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, completed operations, contractual liability, residential construction work or work performed by proposers.

Automobile Liability

Form: Commercial Automobile Liability providing liability coverage for owned, non-owned or hired automobiles

Minimum Limits: \$1,000,000 combined limit

Endorsements: 30 days written notice by certified mail of reduction in coverage, cancellation, or non-renewal in favor of the Upper Shore Workforce Investment Board

Worker's Compensation & Employers' Liability

Form: Standard Policy naming Maryland as a covered State

Minimum Limits: Statutory worker's compensation benefits
Employers' Liability limits of \$500,000 / \$500,000 / \$500,000

Endorsements: Waiver of Subrogation in favor of the Upper Shore Workforce Investment Board
30 days written notice by certified mail of reduction in coverage, cancellation or non-renewal in favor of the Upper Shore Workforce Investment Board
Where applicable, U.S. Longshore & Harborworkers Compensation Act endorsement

Insurance Requirements, cont.

Umbrella

Form: Umbrella

Minimum Limits: \$1,000,000 per occurrence / \$1,000,000 Aggregate

Endorsements: 30 days written notice by certified mail of reduction in coverage, cancellation or non-renewal in favor of the Upper Shore Workforce Investment Board

Other: Policy term to be concurrent with Commercial General Liability Policy and Automobile Liability Policy. Umbrella coverage must include as insured all entities that are additional insured on the Commercial General Liability (CGL)