South Central Oklahoma Workforce Board
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WORKFORCE INNOVATION AND OPPORTUNITY ACT

Fiscal Requirements, Procurement, and Contracting Policy

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Comanche County, Cotton County, Tillman County, and City of Lawton Fort Sill Labor Market Area
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The SCOWB and all partners maintain: No individual in the United States may, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

South Central Oklahoma Workforce Board's Workforce Innovation and Opportunity Act Title I program funding statement can be found at https://scowib.info/funding

FISCAL REQUIREMENTS, PROCUREMENT, AND CONTRACTING POLICY

PURPOSE: To issue local guidance to communicate the State policy concerning fiscal requirements, procurement, and contracting. These minimum standards are established to ensure that purchases are economical and efficient and are in compliance with applicable laws and regulations.

REFERENCES:

- Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128);
- 2 CFR Parts 200 and 2900
- 20 CFR Parts 680 and 683

POLICY:

Common Fiscal 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 costs 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 educational activities.

Contract - Legal instrument by which an entity purchases property or services needed to carry out the 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-recipients 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 the 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), or contracted services for customized training.

Disallowed Costs - Charges to a Federal award that the Federal awarding or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal 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 costs 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 parents including domestic partners of any individual in 2 through 5 of this definition, and

(vii) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Micro-Purchase - A purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of a sub-recipients small purchase in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). 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 number 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. An 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.

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 - The dollar amount in which an entity may purchase property or services using small purchase methods. Entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C 1908. The simplified acquisition is currently $150,000, but this threshold is periodically adjusted for inflation.

Sub-recipient - The legal entity to which an award is made and which is accountable to the recipient (OESC) for the use of the funds provided. For WIOA purposes, distinguishing characteristics of a sub-recipient include items such as determining the 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, childcare, 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, rental or purchase of equipment, utilities, and other maintenance services.

Financial Management

SCOWB contracts with COWIB as the fiscal agent to provide financial 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 maintains internal controls as fiscal agent. 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:

1. 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.
2. 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:
    a. Performing the following overall general administrative functions and coordination of those functions under WIOA Title I:
        i. Accounting, budgeting, financial and cash management functions;
        ii. Procurement and purchasing functions;
        iii. Property management functions;
        iv. Personnel management functions;
        v. Payroll functions;
        vi. Coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
        vii. Audit functions;
        viii. General legal services functions; and
        ix. Developing systems and procedures, including information systems required for these administrative functions;
    b. Performing oversight and monitoring responsibilities related to WIOA administrative functions;

   c. Costs for goods and services required for the administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and the rental and maintenance of office space;
   d. Travel costs incurred for official business in carrying out administrative activities or the overall management of the WIOA system; and
   e. Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting, and payroll systems) including the purchase, systems development and operating costs of such system.
3. Awards to sub-recipients or vendors that are solely for the performance of administrative functions are classified as administrative costs.
4. Personnel and related non-personnel costs of staff that perform both administrative functions specified in paragraph 2 (a-e) and programmatic services or activities must be allocated as administrative or program costs to the benefiting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.
5. Specific costs charged to an overhead or indirect cost pool that can be identified directly as an administrative cost must be charged as administrative costs. The key to charging indirect costs as administrative costs is to identify such costs directly as an administrative cost by function, not by its relationship to costs in the direct cost base.
6. Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.

Programmatic Costs

Allowable costs include:

1. Personnel and related non-personnel costs of staff that perform both administrative functions and programmatic services or activities must be allocated as administrative or program costs to the benefiting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.
2. 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.” [USDOL Monitoring Report dated 5/10/10]
3. 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. Costs of the following information systems including the purchase, systems development and operating (e.g., data entry) costs are charged to the program category;
   a. Tracking or monitoring of participant and performance information;

b. Employment statistics information, including job listing information, job skills information, and demand occupation information;
c. Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities;
d. Local area performance information; and,
e. Information relating to supportive services and unemployment insurance claims for program participants.

5. Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Sufficient documentation to identify these costs as programmatic must be maintained.

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. SCOWB's Code of Conduct is incorporated within its bylaws, which are publicly accessible on SCOWB's website at www.scowib.info

Competition

SCOWB will adhere to the following procurement methods and procedures.

Free and Open Competition

The procurement procedures of SCOWB 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

COWIB will release solicitations as fiscal agent. 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;

Bidders List

COWIB will ensure that all pre-qualified lists of persons, firms, or their organizations, which are used in

acquiring goods and services, are current and include sufficient numbers of qualified sources to ensure maximum open and free competition.

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 SCOWB 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 SCOWB as follows:

- The entity must submit a grievance in writing within 10 working days of the occurrence of the action being grieved to SCOWB 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 SCOWB.
- All written grievance will be reviewed by SCOWB Staff and presented to the appropriate SCOWB committee and and/or Executive Director for review and decision within 60 working days of receipt by SCOWB Staff.
- The entity submitting the appeal will receive a written response from SCOWB Staff stating the findings of SCOWB and /or Executive Director within 10 working days of SCOWB and/or Executive Director decision.

Oversight

SCOWB/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. SCOWB/COWIB will follow the contracting policy described in WSD# 22-2024, issued by the Oklahoma Employment Security Commission (OESC).
- **Monitoring:** SCOWB/COWIB will conduct and document oversight of their procurements to ensure compliance with state policies and Federal guidelines incorporated into this document.

Reasonableness of Cost

SCOWB 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). SCOWB 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, SCOWB 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 SCOWB;
- 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, SCOWB 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

SCOWB/COWIB will use the following procurement methods as appropriate:

Non-Competitive Procurement Purchases

SCOWB 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

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed $10,000. To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

If the procurement is for a participant related cost, the non-federal entity must solicit a minimum of three (3) quotes regardless of the purchase price.

Small Purchases

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that does not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from qualified sources (unless a lesser number is justified in the procurement file) to ensure reasonable competition. A purchase in excess of the small purchase limitations shall not

be split in order to circumvent the small purchase limit.

If the small purchase price is greater than $10,000.00 but less than $25,000.00 the non-federal entity must solicit at least three (3) quotes.

If the small purchase price is greater than $25,000.00 but less than $50,000.00 the non-federal entity must solicit at least ten (10) quotes.

Note: When small purchases are made, an agreement must be entered into between the provider of services or goods and the recipient outlining the delivery and payment provisions of such services or goods.

Competitive Procurement

SCOWB/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.

Fixed-Priced Contract

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. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

3. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is

lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

5. Any or all bids may be rejected if there is a sound documented reason.

Cost Reimbursement Contracts

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

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. COWIB must have a written method for conducting technical evaluations of the proposals received and making selections;
3. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
4. COWIB may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

Technical Evaluation Methodology

SCOWB/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—SCOWB 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 SCOWB. The Board will then vote on which proposals proceed to the negotiation phase. Contract negotiations will be led by the SCOWB Executive Director.
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—SCOWB 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 SCOWB 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)

Sole source procurement may be used when one of the following conditions applies:

1. The required item or service is available from only one source.
2. An emergency situation arises that does not allow sufficient time for a competitive solicitation.
3. After soliciting multiple sources, competition is determined to be inadequate.

Sole source procurement is only permitted when awarding a contract through small purchase procedures (procurements under $10,000, which do not require a competitive process) or competitive proposals is not feasible, and one of the above conditions is met. Lack of planning by the sub-recipient does not constitute an emergency.

A procurement may be classified as an emergency if one of the following situations occurs:

1. A public calamity necessitates the urgent purchase of goods or services to meet public needs or protect property.
2. The item is required to safeguard public health or safety.
3. The purchase is needed due to unforeseen damage to public property.

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: SCOWB must make arrangements with COWIB as 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 SCOWB's corresponding policies that can be found on the board website, www.SCOWIB.info

Training services must be delivered in accordance with SCOWB'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. SCOWB, 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, SCOWB 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. SCOWB 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 Executive Director and the Governor.

Administration of Funds

SCOWB 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 SCOWB's performance goals.

Procurement Files and Documentation

SCOWB/COWIB will maintain a file for each procurement action sufficient to detail the significant history of the procurement.

General Procurement Items

The procurement file will contain, if applicable, the following general procurement items:

- Justification for the type of procurement method used;
- The price and cost analysis performed, including the independent estimates made by SCOWB prior to receiving bids;
- Certificates of debarment; and
- Justification if the lowest priced item is not purchased.

Small Purchase Procurement

The procurement file will contain, if applicable, the following small purchase procurement items:

- Copies of price or rate quotations from an adequate number of qualified sources; and
- Justification for why less than three (3) price or rate quotations were obtained.

Competitive Procurement

The procurement file will contain, if applicable, the following competitive procurement items:

- Copies of any bids or proposal solicitations issued including the evaluation factors;
- Copies of advertisements announcing procurement actions;
- Copies of all solicited bids or proposals received;
- Summary of any negotiations including changes made to the curriculum, price, duration, technical requirements (such as instructor qualifications), or outcomes;
- Summary of the negotiations establishing fair and reasonable profit or program income;
- Copy of the evaluation results of the bids or proposals received; and
- Justification of the sound business reasons for rejecting any bids or proposals;
- The original RFP, with the time and date received recorded.

Non-Competitive Procurement

The procurement file will contain, if applicable, the following non-competitive procurement items:

- Summary of any negotiations including changes made to the curriculum, price, duration, technical requirements (such as instructor qualifications), or outcomes;
- Summary of the negotiations establishing fair and reasonable profit or program income;
- Board minutes of selection and authorization for hiring of Board Staff

Commented [SB1]: In state policy

Upon a contract being awarded, documentation will be moved to and retained in the Contract file.

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.

Commented [SB2]: In state policy

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 SCOWB.

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

SCOWB 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 SCOWB 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 SCOWB 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 SCOWB contracts.

Signature/Cover Page

All contracts, including modifications, will be executed and signed by the Executive Director, 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 SCOWB 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. SCOWB 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 SCOWB 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 SCOWB the right to terminate the contract for the contractor's failure to perform its obligations under the contract.
    - For convenience--This clause will allow SCOWB to terminate the contract without becoming liable for breaching the contract by giving reasonable notice.
    - Funding--This clause will allow SCOWB 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 SCOWB.

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.
     - SCOWB 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 LEO Consortium and SCOWB 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 CLEO and the SCOWB 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 SCOWB.

Subcontracting

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

Indemnification (Hold Harmless)

The contractor shall indemnify, defend, and hold harmless the South-Central Oklahoma Workforce 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: trinas@scworkforceboard.org

3. Review of Complaint—The SCOWB 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 SCOWB leadership within five business days of receiving the contract administrator's decision. The SCOWB Executive Director 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 South-Central Oklahoma Workforce Innovation Board, the State of Oklahoma, the U.S. Department of Labor (USDOL), COWIB 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

SCOWB, COWIB, 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 SCOWB, 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 SCOWB 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. SCOWB 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

SCOWB 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 SCOWB.

During the term of the Contract, the Provider/Contractor shall provide, pay for, and maintain with companies satisfactory to SCOWB, 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 South-Central Oklahoma Workforce Investment Area Local Elected Officials 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 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 SCOWB/COWIB, on a timely basis, if requested by SCOWB/COWIB. The required policies of insurance shall be performable in the SCOWB Counties (Caddo, Comanche, Cotton, Grady, Jefferson, McClain, Stephens and Tillman and the Cities of Lawton, Duncan and Chickasha 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 SCOWB 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 SCOWB 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 SCOWB such statement. The Provider/Contractor shall make up any impairment when known to it. The Provider/Contractor authorizes SCOWB 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 SCOWB and or the LEO Consortium.

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 SCOWB.

- The insurance coverage and limits required of the Provider/Contractor under this

Contract are designed to meet the minimum requirements of SCOWB. 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 SCOWB. At the option of SCOWB, either the Provider/Contractor shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the LEO Consortium; 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 – SCOWB 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

SCOWB 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

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

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

Duplicate Funding

SCOWB 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 SCOWB 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. SCOWB 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

SCOWB will ensure that participants receive similar benefits to other persons in similar situations. SCOWB 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

SCOWB 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,
- SCOWB Policy, and
- The U.S. Department of Labor Statement 29 CFR 37.20(a)(1), Section 188 of WIOA

Record Retention

SCOWB will include in the contract that the contractor's records will be kept by the contactor 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 SCOWB, 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 SCOWB any narrative, statistical, and financial reports related to the elements of the contract in the forms and at such times as required by SCOWB.

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

SCOWB will notify the contactor 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 SCOWB, 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

SCOWB 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, SCOWB'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.

ACTION REQUIRED: This South-Central Oklahoma Workforce Board policy is to become a part of your permanent records and made available to appropriate staff and sub-recipients.

ATTACHMENT:
Attachment A: Contract Cover Sheet Summary & Signatures

APPROVED:

CONTRACT COVER SHEET SUMMARY AND SIGNATURES

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:

Sub-recipient Pass-Through Entity:	Address: UEI Number:
Sub-recipient:	Address: UEI Number:
Awarding Pass-Through Entity:	Oklahoma Employment Security Commission 2401 N. Lincoln Blvd. Oklahoma City, OK 73015 Contact: Deanna Smith EUI Number: RJWZKWLE8LN3
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:	17.259 WIOA Youth Program- 17.258 WIOA Adult Program- 17.278 WIOA Dislocated Worker Program-
Federal Award Project Description:	
Period of Performance	
Total Funds Obligated to the sub-recipient Under This Agreement:	
Is this Award for Research and Development?	**No**
Indirect Costs Rate for Award	**No**

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 principals, 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 South-Central Workforce Board and Chief Local Elected Official with whom the ultimate responsibility and liability lies.

CERTIFICATION

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

Executed By:	Executed By:
Signature & Date:	Signature & Date:
Typed Name & Title:	Typed Name & Title