

## AGREEMENT FOR ONE STOP OPERATOR

AGREEMENT BETWEEN THE GREATER LINCOLN WORKFORCE DEVELOPMENT BOARD and THE CITY OF LINCOLN URBAN DEVELOPMENT DEPARTMENT WIOA DIVISION REGARDING THE WIOA ONE STOP OPERATOR

WITNESSETH:

WHEREAS, the Workforce Innovation and Opportunity Act, hereinafter WIOA, provides federal funding to assist local service areas in providing workforce development activities for eligible youth, adult and dislocated services in the Greater Lincoln Service Area.

WHEREAS, the Mayor of the City of Lincoln is designated as the authorized representative to serve as the chief elected official of the Greater Lincoln Service Area and is the grant recipient of and administers youth, adult and dislocated workforce development act funds allocated to said service area and executes all contracts awarded as deemed necessary or desirable pursuant to WIOA.

WHEREAS, pursuant to Workforce Innovation and Opportunity Act (WIOA), the Greater Lincoln Local Workforce Development Board, (hereinafter GLWDB), in partnership with the local Chief Elected Official (Mayor of Lincoln), is directed to set policy and maintain a local plan for the Greater Lincoln Workforce Development Area that implements a workforce delivery system focusing on the needs of job seekers and employers in the Greater Lincoln service area.

WHEREAS, pursuant to the Greater Lincoln local plan and WIOA law and regulations, the central point of access to career services is located and provided at the American Job Center located at Southeast Community College Education Square, 1111 O Street, Lincoln, Nebraska. At the American Job Center, customers have access to career and employment and training services under core federal programs through a fully integrated delivery system.

WHEREAS, the GLWDB, with the agreement of the Chief Elected Official, must designate and certify a One Stop Operator to manage the American Job Center at 1111 O Street, Lincoln, Nebraska in the manner and scope agreed to between the GLWDB and designated entity serving as the One Stop Operator.

WHEREAS, the GLWDB issued a Request for Proposals Specification No. 16-087 for WIOA One Stop Operator with no responses and was inadequate. Pursuant to procurement policy, a noncompetitive proposal was sought with the City of Lincoln Urban Development Workforce Innovation and Opportunity Division.

WHEREAS the GLWDB awarded the One Stop Operator role to the City of Lincoln, Urban Development Department, Workforce Innovation and Opportunity Division for July 1, 2016-June 30, 2017 with a one year extension based upon mutual consent.

WHEREAS, the GLWDB, with the agreement of the Chief Elected Official, designates and certifies the City of Lincoln Urban Development Department Workforce Innovation and Opportunity Division, which hereinafter may be referred to as "WIOA One Stop Operator", as the One Stop Operator for the American Job Center located at 1111 O Street, Lincoln, Nebraska for the Greater Lincoln Workforce Development Area.

WHEREAS, the parties recognize that a reference to WIOA includes requirements under WIOA, any WIOA rules and regulations, WIOA state policies and any other state or federal requirement per

WIOA.

WHEREAS an agreement between the Greater Lincoln Workforce Development Board and the City of Lincoln Urban Development Department Workforce Innovation and Opportunity Division with the approval and execution of the Mayor is necessary to set forth the responsibilities of the WIOA One Stop Operator for the 2016-2017 contract year.

NOW, THEREFORE, the following agreement and understanding shall be set forth regarding the duties of the City of Lincoln Urban Development Department WIOA Division, hereinafter referred to as One Stop Operator, as provided under the Workforce Innovation and Opportunity Act.

## SECTION I - SCOPE OF SERVICES

WIOA One Stop Operator has the duty of being a workforce delivery systems operator which involves coordinating and improving one stop partner services as a delivery system to all its customers and agrees to undertake, perform and complete in an expeditious, satisfactory and professional manner the duties, services and requirements set forth in Attachment A, attached herein and made a part of this agreement. In the event there is a conflict between the terms of Attachment A and this Agreement, the terms of this Agreement shall control.

Attachment A includes the RFP 16-087 specifications, Addendum 1, the responses to the RFP, contract provisions and assurances in the state's procurement policy provided in the RFP, and the Budget.

The parties agree that the WIOA One Stop Operator shall provide services as required per WIOA and WIOA rules and regulations and WIOA state policy, as may be amended; the Greater Lincoln Workforce Investment Plan July 1, 2014-June 30, 2017, Plan Modifications and such other state and federal regulations including TEGL 23-14 and 38-14, as may be promulgated from time to time and the WIOA One Stop Operator warrants compliance with Section 188 of the Workforce Innovation and Opportunity Act and nondiscrimination and equal opportunity provisions of WIOA

## SECTION II - COMPENSATION

For the services covered by this agreement for a period of twelve months, from July 1, 2016 to June 30, 2017, the WIOA One Stop Operator shall receive an award in the amount of \$60,000 from federal program funding provided to the City of Lincoln by state allotment allocations under the Workforce Innovation and Opportunity Act. Payments for services will be made on a cost reimbursement basis pursuant to WIOA and state policy.

## SECTION III. TERM OF SERVICES

The term of this agreement shall be from July 1, 2016 through June 30, 2017. This agreement may be extended for an additional year based upon mutual consent of all parties.

## SECTION IV. SERVICES MONITOR

The WIOA One Stop Operator services will be monitored through the Executive Committee of the Greater Lincoln Workforce Development Board. Such monitoring may be in writing, by telephone or other electronic communication, or in person.

Results of these monitors will be reviewed and distributed in accordance with Greater Lincoln Workforce Development Board's Monitoring Policy, Plan and Procedures.

## SECTION V. TERMINATION

- The GLWDB with the approval of the CEO may terminate this agreement upon at least ten days written notice to the WIOA One Stop Operator for convenience or in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, released, or otherwise not forthcoming through no fault of the City.
- The GLWDB with the approval of the CEO may terminate this agreement if the WIOA One Stop Operator fails to adequately perform any material obligation required by this Agreement ("Default"). Termination rights under this paragraph may be exercised only if the WIOA One Stop Operator fails to cure a Default within ten calendar days after receiving written notice from the GLWDB specifying the nature of the Default.
- If the Agreement is terminated as provided in A or B above, the WIOA One Stop Operator shall be paid for all services performed and reimbursable expenses incurred not to exceed the above mentioned agreement amounts, up until the date of termination.

## SECTION VI. COMPLIANCE WITH THE LAW

The parties recognize that the City of Lincoln is the recipient for WIOA Workforce Innovation and Opportunity Act funds and the WIOA One Stop Operator warrants that all activities of it under this agreement shall be conducted in conformance with WIOA, with WIOA implementing interim or final rules and regulations, state of Nebraska laws, regulations, WIOA state policy and issuances including those pertaining to reporting, and any subsequent amendments thereto; any applicable state and federal procurement requirements under 2 CFR Part 200, Assurances in Attachment A, terms of the RFP in Attachment A and all other State and Federal regulations as may be promulgated thereunder from time to time. The WIOA One Stop Operator also warrants compliance with Section 188 of the Workforce Innovation and Opportunity Act and nondiscrimination and equal opportunity provisions of WIOA including section 184 of WIOA and its implementing regulations.

## SECTION VII. FAIR EMPLOYMENT PRACTICES

The WIOA One Stop Operator shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal code Chapter 11.08 and Section 48-1122, Nebraska Reissue Revised Statutes of 1943.

## SECTION VIII. FAIR LABOR STANDARDS

The WIOA One Stop Operator shall maintain Fair Labor Standards in the performance of this agreement, as required by Chapter 73, Nebraska Reissue Revised Statutes of 1943.

## SECTION IX. RECORDS AND REPORTS

The WIOA One Stop Operator shall keep sufficient reports and records, including books of account and other documents related to the agreement, written and computerized, and shall cooperate with the Greater Lincoln Workforce Development Board and the Accountability Committee of the GLWDB, to permit the tracking of services provided and the tracing of funds expended to ensure that services have been properly delivered and that funds have been lawfully spent. WIOA One Stop Operator records shall be retained for a minimum of three years following the expenditure of Program Year funds or longer in the event of legal action wherein all such reports and records shall be maintained until litigation is complete

and audit findings are resolved.

## SECTION X. SUBCONTRACTING

The WIOA One Stop Operator may subcontract with others to expand and provide and deliver the one stop operator services. All contracts made must contain provisions requiring compliance with WIOA, its regulations and state WIOA policies including those pertaining to reporting. It is acknowledged and agreed that the WIOA One Stop Operator proposal in Attachment A includes partnering at their discretion to provide an increased response to employer needs under WIOA and visioning for design system needs and such partnering is included in the award.

## SECTION XI. COPYRIGHT

The WIOA One Stop Operator is provided notice that the grantee and subgrantee/non federal entity may copyright any work that is subject to copyright and was developed or for which ownership was acquired, under a Federal award. The Federal awarding agency, NDOL and US Department of Labor, reserves a royalty free, nonexclusive and irrevocable right to reproduce, publish or otherwise use and authorize others to use, for federal government purpose: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant of sub grant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

## SECTION XII. PERFORMANCE STANDARDS

As provided in the RFP specifications under paragraph 4.7 the One Stop Operator must assist in achieving any standards provided by WIOA, the State or the local board relating to service coordination by the one stop delivery system and performance levels of one stop partners. The One Stop Operator must also provide an assessment on how the American Job Center and one stop delivery system can support and improve the achievement of the negotiated levels of performance under Section 116 and other performance levels that apply to core programs.

## SECTION XIII. COMPLAINT AND GRIEVANCE PROCEDURE

The One Stop Operator shall manage and process Title I WIOA complaints and grievances in accordance with the Greater Lincoln Workforce Development Area policy as provided in the Greater Lincoln Local Plan and as modified or amended and in accordance with state and federal rules, regulations and policy.

## SECTION XIV. ON SITE PARTNER

As outlined in Attachment A, response to the RFP, the WIOA One Stop Operator functions as an on-site partner at the American Job Center, 1111 O Street, Lincoln, Nebraska and agrees to continue to do so for purposes of this Agreement.

## SECTION XV. NEBRASKA LAW

This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

## SECTION XVI. INTEGRATION & AMENDMENT

This agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this agreement. This agreement may be

amended only by written agreement of both parties.

### SECTION XVII. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

### SECTION XVIII. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

### SECTION XIX. FEDERAL IMMIGRATION VERIFICATION

The WIOA One Stop Operator is a business entity or corporation, and in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the provider agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The provider shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. The provider shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

### SECTION XX. REPRESENTATIONS

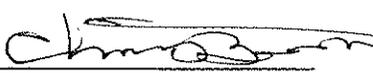
Each party hereby certifies, represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

IN WITNESS WHEREOF, WIOA One Stop Operator and the GLWDB do hereby execute this Agreement as of the Execution Date of July 1, 2016 as set forth above.

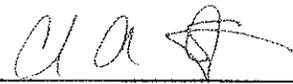
CITY OF LINCOLN,  
UDD WIOA DIVISION,

GREATER LINCOLN WORKFORCE  
DEVELOPMENT BOARD

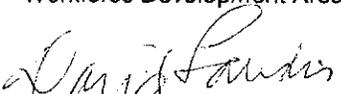
By:

  
Chris Beutler, Mayor of Lincoln  
and CEO of Greater Lincoln  
Workforce Development Area

By:

  
Carol Swigart  
GLWDB Chair and Executive Board  
Chair

By:

  
David Landis, Director of Urban  
Development

## SPECIFICATIONS ONE-STOP OPERATOR SERVICE PROVIDER

### 1. SUPPLEMENTAL INFORMATION

- 1.1 The Workforce Innovation and Opportunity Act of 2014 (WIOA) has replaced the previous Workforce Investment Act. (WIA). A copy of the WIOA and regulations may be accessed via the U.S. Department of Labor website at <https://www.doleta.gov/WIOA>.
- 1.2 The Greater Lincoln Workforce Development Area consists of the City of Lincoln, the County of Lancaster, and the County of Saunders. Pursuant to WIOA, the Mayor of the City of Lincoln is the Chief Elected Official of the Greater Lincoln Workforce Development Board in accordance with WIOA. The board functions to develop strategies to meet employer and worker needs in the area. Under the Workforce Innovation and Opportunity Act, the Greater Lincoln Workforce Development Board with the approval of the CEO selects the one stop operator. The Greater Lincoln Workforce Development Board (GLWDB) is requesting proposals from an eligible entity or consortium of entities as defined under Section 121 (d)(2) in WIOA for designation and certification as a One-Stop Operator at its certified, comprehensive American Job Center, located at 1111 O Street, Suite 205, in Lincoln, Nebraska.
- 1.3 WIOA provides for a One Stop System that coordinates employment and training services together as career services under six core federal programs and promotes career pathways to employment.
- 1.4 The service would be for the period of one year, commencing July 1, 2016 through June 30, 2017, with the option for a one (1) year renewal period based upon mutual consent of all parties.
- 1.5 Proposers must submit an electronic response on the City/County Purchasing e-bid System and a written proposal which will be received in the City of Lincoln/Lancaster County Purchasing Office prior to the date and time listed in the RFP.
  - 1.5.1 Proposals received after the specified day and hour will be considered null and void and will not be accepted.
  - 1.5.2 One (1) original and four (4) copies of the proposal should be submitted to the attention of Robert Walla, Purchasing Agent for the City of Lincoln/Lancaster County, 440 South 8<sup>th</sup> Street, Suite 200, Lincoln, NE 68508. Place RFP #16- on the top of the package.
  - 1.5.3 Vendors shall also attach their proposal to the Response Attachment section of their e-bid response in a PDF format.
- 1.6 All inquiries regarding these specifications or proposers desiring further information or interpretations regarding this RFP must make requests in writing via email to Robert Walla, Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)).
  - 1.6.1 All inquiries or requests for further information must be received by the Purchasing Office 5 days prior to closing date and time in order for a response to be issued in the form of an addendum.
  - 1.6.2 These inquiries and/or responses shall be distributed as an electronic addendum through the City/County e-bid System.
- 1.7 If auxiliary services or reasonable accommodations are needed, please contact Robert Walls, Purchasing Agent, at [rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov) or phone 402-441-8309 as soon as possible to make your request.
- 1.8 Proposers shall not have contact with any City Officials or Staff or Board members besides the Purchasing Department, regarding this RFP through the contract execution period.
- 1.9 Proposals shall be based solely on information provided in the RFP and any addenda thereto.
- 1.10 The Board reserves the right to accept or reject any or all proposals submitted.
- 1.11 All activities of the One-Stop operator must comply with the Workforce Innovation and Opportunity Act of 2014 and implementing interim or final rules or regulations, any State of Nebraska laws, regulations, policies, issuances and any subsequent amendments thereto and any applicable state and federal procurement requirements under 2 CFR 200 and all other applicable federal and state laws and regulations including state WIOA policies pertaining to reporting.
- 1.12 In addition, all activities must comply with ordinances of the City of Lincoln, Nebraska.

- 1.13 The certified, comprehensive American Job Center is the central physical point of access to employment and training services combined as career services for this local area and is a part of the comprehensive one stop delivery system.
- 1.14 Customers at the American Job Center have access to career services through a fully integrated delivery system.
- 1.15 The Greater Lincoln Workforce Development Board has developed a local plan that contains information about the partners at the American Job Center that may be accessed at <http://lincoln.ne.gov/city/urban/reports/workforce-plan.htm>. The Workforce Innovation and Opportunity Act was signed into law on July 22, 2014 and can be accessed along with interim and future final regulations at <https://www.doleta.gov/wioa/Overview.cfm>. The State of Nebraska provides for state policies regarding WIOA that can be accessed at <http://dol.nebraska.gov/EmploymentAndTraining/WIOA/Home>. Proposers must be knowledgeable of all local, state and federal laws, rules and regulations, policies, plans and any and all amendments thereto under the Workforce Innovation and Opportunity Act.
- 1.16 The GLWDB will evaluate and score each proposal and determine if personal interviews are required.
  - 1.16.1 In the event personal interviews are required, the GLWDB will contact those short-listed Vendors to schedule the interview.
    - 1.16.1.1 Interviews are anticipated to be conducted the week of May 2, 2016.
  - 1.16.2 Interviews will include a formal presentation and a question and answer session.
  - 1.16.3 The GLWDB will contact the selected Vendor by phone or email after all the interviews have been completed and the GLWDB has sufficient time to discuss and rank the Vendors.
- 1.17 The selected Vendor will meet with the GLWDB to develop a detailed work plan.
  - 1.17.1 The work plan consists of a detailed scope of services along with a staffing plan.
- 1.18 If the GLWDB is unable to arrive at a mutual agreement with the top ranked Vendor, the GLWDB retains the sole right to move on to negotiations with the second (then third, etc.) ranked Vendor.
- 1.19 An eligible one stop operator is defined under Section 121 (d)(2) in WIOA.

**2. TERMS OF THE CONTRACT.**

- 2.1 The services requested would be for a period of one (1) year, commencing July 1, 2016 through June 30, 2017, with the option for a one year renewal based upon mutual consent of all parties.
- 2.2 For planning purposes, funding for this contract will be provided by the Workforce Innovation and Opportunity Act and funding for this year is estimated to be an amount up to \$60,000.
  - 2.2.1 Funding for this program may change from year to year and the contract agreement may be modified to increase or decrease funding as needed to reflect funds received during the contract period.
- 2.3 The exact amount of funding for this contract will be reflected in the contract negotiations.
- 2.4 The contract may be terminated by the City for convenience, or for cause or default.
- 2.5 Contractual terms and activities of the One Stop Operator must comply with the Workforce Innovation and Opportunity Act of 2014 and all implementing, interim or final regulations, all State of Nebraska interim, amended or final WIOA policies and any state interim or final rules or regulations and any subsequent amendments thereto. Any proposer who executes a contract for One Stop Operator services shall be a subrecipient and shall be required to comply with all laws as stated above as well as comply with state and federal procurement requirements under 2 CFR Part 200 and all other applicable Federal and State laws and regulations including State WIOA policies pertaining to reporting.
- 2.6 The contract will incorporate contract provisions and assurances found in the State's interim procurement policy and any amendments thereto. Such policy can be accessed in the Bid Attachments section of the e-bid system.
- 2.7 The successful proposer will be designated and certified by the CEO and the Greater Lincoln Workforce Investment Board by a certification agreement and will perform the services required as an independent contractor and shall not be deemed an employee of the City or the GLWDB.

- 2.8 The One-Stop Operator will be responsible for payment of all his own payroll taxes, and payment of all withholding amounts, including, but not limited to, state and federal income taxes, FICA, FUTA, and other payroll taxes.
- 2.9 It is anticipated the services will be performed personally by the One-Stop Operator and that neither the services nor the agreement will be assignable without the express written consent of the City.

3. **PAYMENT PROCESS**

- 3.1 The Board will use a cost-reimbursement contract. The selected provider will be reimbursed for allowable costs on a monthly basis after submittal and approval of invoice as provided in the contract.

4. **DUTIES OF THE ONE-STOP OPERATOR**

WIOA ensures that career services are coordinated together under six core programs identified in WIOA (Title I adult, dislocated worker and youth programs, Title II adult education and literacy programs, Title III Wagner Peyser program and Title IV vocational rehabilitation program) as well as other required and optional partners identified in WIOA. At the Greater Lincoln American Job Center current on site partners include City of Lincoln Urban Development, Nebraska Department of Labor, Experience Works, Southeast Community College, Vocational Rehabilitation, and Goodwill Industries. Accessible network partners include the Client Assistance Program, Community Action Partnership of Lancaster and Saunders County, Indian Center, Inc., Job Corps and Proteus. Each partner is to provide access through the one stop delivery system to their respective programs including making career services available at the American Job Center. The One Stop Operator has the duty of being a systems operator which involves coordinating and improving partner services as a delivery system to all its customers and has the following duties:

- 4.1 To design and coordinate the characteristics of a high quality one stop delivery system as described in WIOA Section 121 (e) which includes the design of an integrated delivery of career services as described in Section 132 c (2) in WIOA and access to training services, employment and training activities, programs and activities carried out by one stop partners and information regarding job search, placement and labor exchange services authorized under Wagner Peyser, all as provided under the Workforce Innovation and Opportunity Act.
- 4.2 Design and lead and continuously assess a business services strategy and best practices policy to support and provide excellent customer service to area employers in the one stop delivery system.
- 4.3 Design and lead strategies to organize and integrate American Job Center services, co-located staff and resources in the most effective way to assist customers, ensure access of services to all, and incorporate both virtual and center based service delivery. Design plan must include methods and strategies to report, assess and improve on utilization, function and value of the American Job Center's resource room and its role in the one stop delivery system.
- 4.4 Utilize a common one stop delivery system identifier developed by the federal government and additional state and local identifiers if developed.
- 4.5 Assess the physical and programmatic accessibility of the one stop delivery system to special needs populations and individuals with disabilities in accordance with WIOA and develop strategies to identify and enhance the delivery system to such individuals.
- 4.6 Assess and develop strategies to improve the effectiveness and continuous improvement of the one stop delivery system to all customers and participants
- 4.7 Assist in achieving any standards provided by WIOA, the State or the local board relating to service coordination by the one stop delivery system and performance levels of one stop partners. Provide an assessment on how the American Job Center and one stop delivery system can support and improve the achievement of the negotiated levels of performance under Section 116 and other performance levels that apply to core programs.
- 4.8 Develop local tools of measurement to evaluate service coordination achieved by the one stop delivery system that responds to local labor market conditions and employer needs.
- 4.9 Assist in developing successful methods and strategies and agreements for sharing the costs of infrastructure and resources in the one stop delivery system among one stop partners.
- 4.10 Develop a career planning policy in accordance with state guidance.
- 4.11 Present reports to the GLWDB at meetings regarding services, activities and outcomes of the one stop delivery system and at the American Job Center.

- 4.12 Attend all meetings at the request of the GLWDB.
- 4.13 The Awarded Vendor will be required to have a presence at the American Job Center, 1111 O Street, Lincoln, Nebraska.
  - 4.13.1 All costs to function including lease space, furniture, phones, computers, and hookups shall be paid by the Awarded Vendor. Lease space at the American Job Center is currently \$12.48 per square foot and will increase to \$12.73 per square foot on October 1, 2016. For planning purposes, a current sublessee's rental cost for approximately 105 square feet of occupied space and additional 55 feet of common space for one FTE is approximately \$166.40 per month or \$1,996 annually.
  - 4.13.2 The Awarded Vendor is responsible for maintaining staff oriented to WIOA as well as activities and purpose of the American Job Center and One Stop Delivery System.
- 4.14 For planning purposes, the Awarded Vendor will have as resources in its role as One Stop Operator access to a Triage Navigator at the American Job Center whose salary is shared by one stop partners and a resource room at the American Job Center with space and technology resources currently provided by agreement of one stop partners. Funding for the Triage Navigator and lease space and technology of the resource room are not to be included in the One Stop Operator proposal.
- 4.15 Any proposals that will utilize subcontracts or agreements to provide one stop operator services must be identified in the proposal and include an attestation agreeing to the terms of the proposal.

**5. SELECTION CRITERIA**

- 5.1 The selection of the One-Stop Operator will be in accordance with WIOA Sec. 121(d).
- 5.2 Cost will not be the sole basis for selection, since it is in the program's best interest to retain a proposer or firm having significant professional credentials and success in providing similar services.
- 5.3 Merit will be assessed using the following evaluation criteria in order of priority:
  - 5.3.1 Strategy and ability to integrate the services of the one stop partners and other community resources in a one stop delivery system that helps business and employers find skilled labor that includes education and training and promotes career pathways for customers
  - 5.3.2 Ability to provide and lead a business services strategy and best practices policy for supporting employers in the one stop delivery system.
  - 5.3.3 Ability and strategy to organize American Job Center resources and one stop partners for maximum efficiency and effectiveness in delivering one stop system services and ability and strategy to value and assess resource room usage, resource room function and provide strategy for improvements.
  - 5.3.4 Total cost for all services requested.
  - 5.3.5 Experience in designing and implementing a high quality one stop delivery system for career and employment and training services or alternative experience with a similar system delivering career and training services.
  - 5.3.6 Innovative strategies for coordinating services of the one stop delivery system for maximum engagement and benefit to industry and business employers.
  - 5.3.7 Experience and plan for providing or developing measurement tools to assess and improve the function, accessibility and success of the one stop delivery system.
  - 5.3.8 Strategy and plan to ensure meaningful access to all customers including individuals with disabilities and special needs
  - 5.3.9 Strategy and plan to develop and facilitate agreement and understanding regarding the sharing and partnership of infrastructure costs and resources in the one stop delivery system among one stop partners including the sharing of costs and resources in the American Job Center.
  - 5.3.10 Understanding of the intent and function of WIOA as it applies to the One-Stop Delivery system and role of the One Stop Operator.
  - 5.3.11 Understanding, experience and strategies in the one stop operator's role in supporting the achievement of performance levels that apply to WIOA programs.

- 6. **PROPOSALS.** Proposals may not exceed fifteen pages, are to be paginated and may not be

double sided submissions. Pages may be single spaced and font may be no smaller than 10 point with 1 inch margins. The page limitation does not include attachments. Proposers should use the following format:

- 6.1 Title Page – Title page is a cover sheet listing proposer's name, mailing address, telephone number, fax number, years established and former names, mission or types of services particularly qualified to perform, geographic business area, number of staff usually and currently employed, contact person for this proposal with phone number and address and email address, CEO's name, title and signature of CEO authorized to submit the proposal, a statement of willingness and capability to meet the one stop operator' requirements.
- 6.2 Introduction – This section includes the proposer agency's background, mission and rationale for applying for and describing why the proposer is in the best position to operate the one stop delivery system.
- 6.3 Background – This section includes operational experience of one stop delivery systems or experience with any workforce delivery system or similar program, past outcomes, supporting data, staff qualifications/resumes, and job descriptions for their positions, and ability to serve the geographical area. This section includes a description of the proposer's financial capacity, funding sources, leverage of current resources and experience with cost reimbursement expenses. Staff qualifications and resumes and organizational charts may be provided as an attachment not counted in the page limit.
- 6.4 One Stop Delivery System Design – This section includes the proposer's explanation of their design and vision for coordinating a high quality one stop delivery system for integrated career, education and training services and plan for accessibility to the system. This section will identify the proposer's priorities for the most important elements in the design and explain how those priority elements are to be provided and coordinated by the one stop operator. The proposer will describe their vision of the one stop operator's role in coordinating and managing the one stop delivery system including their role at the American Job Center
- 6.5 One Stop Delivery System Engagement for Employers – This section includes the one stop operator's strategy and plan for coordinating the development and delivery of one stop system services to employers and businesses to assist them in overcoming challenges in recruiting and retaining their skilled workforce. This includes strategies to coordinate one stop partners in their presentation to the business community, strategies in utilizing the American Job Center for the employer's use and strategies for utilizing other community resources.
- 6.6 One Stop Delivery System Engagement for Job Seekers – This section includes the one stop operator's service strategy for the delivery of one stop system services to job seekers and customers entering the one stop system. This includes strategies to coordinate services and improve accessibility to the one stop system, strategies to improve the function and purpose of the American Job Center and resource room , and strategies to strengthen partnerships with the business community for work and career opportunities
- 6.7 One Stop System Assessment and Best Practices– This section includes the one stop operator's plan and methods to assess the accessibility of the one stop delivery system, assess the needs and improvement of the one stop delivery system and develop tools of measurement to evaluate the success and areas for improvement of the one stop delivery system in responding to employer and customer needs, in the integration and coordination of services and in developing best practices to meet employer and customer needs.
- 6.8 One Stop System Performance Standards – This section includes the one stop operator's strategy and vision for the operator's role in helping partners achieve performance standards required by WIOA, the state or the local board relating to service coordination or levels of performance. Describe the methods to be used to measure and track the one stop operator's success in addressing and improving performance levels. Describe functions or services you would prioritize as important in a high quality one stop delivery system and describe how the one stop operator can make an impact on those functions or services.

Describe assessment tools or metrics that would evaluate the performance of those priority functions or services in the delivery system. Describe how you would report that to the GLWDB.

- 6.9 One Stop System Cost Sharing – This section includes the one stop operator's plan to identify the costs of infrastructure and resources in the one stop delivery system and in the American Job Center. The plan must establish methods to facilitate discussion and partnership to share the identified costs and resources among one stop partners as provided under WIOA. Include strategies for utilizing American Job Center space for potential revenue. Include strategies or plans to develop methods within the first two quarters to report on the number of individuals using the resource room, the purpose of their use, the frequency of their use and the outcome of their use.
- 6.10 One Stop Operator Partnerships - Proposals that utilize subcontracts or agreements to deliver one stop operator services must be identified in the proposal and include an attestation agreeing to the terms of the proposal. Proposals that utilize community resources must be identified with a description of how such resources will be utilized in the delivery of services.
- 6.11 Budget – This section is not part of the 15 page limitation. Submit your estimate of the proposed fees and costs for services outlined in the specifications and include salary and fringe benefits for each employee, overhead, direct and indirect costs in accordance with 2 CFR 200 and any other fee or charges your agency intends to bill or request reimbursement for in order to complete the contract.. Include an estimate for costs for specifications to be provided other than by salary costs. Describe what percentage of your overall agency's work would be represented by this contract and describe the leveraging of resources, in-kind resources and use of partnerships in completing the agreement and include letters of commitment as appropriate. Please prepare a budget utilizing the format provided in Attachment A. You may supply a one page narrative with the Attachment for information or explanation in regards to the budget.

7. **SCHEDULE**

7.1	The estimated timeline for the evaluation and award of this RFP are as follows:	
	Advertise RFP	March 11, 2016
	Deadline for Submission of proposals	April 15, 2016
	RFP Review and Evaluation	April 20, 2016
	Interviews	Week of May 2, 2016
	Recommendation and Selection to Board	May 17, 2016
	Contract Negotiation	May 18-June 22, 2016
	Contract Commencement	July 1, 2016

**ADDENDUM #1**  
**Issue Date: 03/22/2016**  
**Bid No. 16-087**  
**FOR**  
**WOIA ONE-STOP OPERATOR SERVICE PROVIDER**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the specification and bidding documents:

1. Vendors shall replace the language listed in the Specifications - section 2.7 with the following language:  
  
2.7 The successful proposer will be designated and certified by the CEO and the Greater Lincoln Workforce Investment Board by a certification agreement and will perform the services required and shall not be deemed an employee of the GLWDB.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla  
Assistant Purchasing Agent

Contract Provisions

In addition to other provisions required by the Federal agency or grantee or subgrantee/non-Federal entity, all contracts made by the grantee or subgrantee/non-Federal entity under WIOA must contain provisions covering the following, as applicable:

- Compliance with WIOA – contracts shall contain provisions requiring compliance with WIOA, its implementing regulations, and State WIOA policies including those pertaining to reporting.
- Compliance with Neb. Rev. Stat. § 4-108 Lawful Presence in the U.S. – all contracts shall certify that the contractor has registered with and is using a federal immigration verification system as defined in Neb. Rev. Stat. § 4-114(1)(a) to determine the work eligibility status of all employees physically performing services within the State of Nebraska.<sup>38</sup> Upon reasonable notice, the contractor shall provide documentation to the Department of Labor which proves that the contractor is or was at all times during the term of the agreement in compliance with this provision. If the contractor is an individual or sole proprietorship, the

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<sup>34</sup> 2 CFR § 200.319(c)

<sup>35</sup> 2 CFR § 200.319(d)

<sup>36</sup> 2 CFR § 200.439(b)(3), 20 CFR § 283.230

<sup>37</sup> WIOA NPRM p. 233

<sup>38</sup> Neb. Rev. Stat. § 4-114

contractor shall complete the U.S. Citizenship Attestation Form, available at [www.das.state.ne.us](http://www.das.state.ne.us). If the contractor indicates on such attestation form that he or she is a qualified alien, the contractor shall agree to provide the U.S. Citizenship and Immigration Services documentation required to verify the contractor's lawful presence in the U.S. using the Systematic Alien Verification for Entitlements (SAVE) Program. The contractor understands and agrees that lawful presence in the U.S. is required and the contractor may be disqualified if such lawful presence cannot be verified.<sup>39</sup>

- Contracts for More than The Simplified Acquisition Threshold (set at \$150,000) – all contracts must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.<sup>40</sup>
- Termination for Cause and Convenience – all contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee or subgrantee/non-Federal entity including the manner by which it will be effected and the basis for settlement.<sup>41</sup>
- Termination for Default – all contracts shall contain a suitable provision under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- Equal Employment Opportunity – except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must:
  - Include the equal opportunity clause provided under 41 CFR 60-1.4(b);<sup>42</sup> and
  - Assure compliance with the nondiscrimination and equal opportunity provisions of WIOA, Section 188 and its implementing regulations.
- Copeland Anti-Kickback Clause – all contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor and subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which such person is otherwise entitled.<sup>43</sup>
- Labor Standard Provision – On-the-job training construction contractors and other construction contractors involving the use of WIOA funds shall have provisions requiring adherence with the Davis-Bacon Act and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act as supplemented by the Department of Labor regulations.<sup>44</sup>

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<sup>39</sup> Neb. Rev. Stat. § 4-108

<sup>40</sup> Appendix II to 2 CFR Part 200 (the 2 CFR )

<sup>41</sup> Id.

<sup>42</sup> Id.

<sup>43</sup> Id.

<sup>44</sup> Id.

- Contract Work Hours and Safety Standards Act (40 USC 3701-3708) - Where applicable, all contracts awarded by the grantee or subgrantee/non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.<sup>45</sup>
- Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.<sup>46</sup>
  - The term "funding agreement" means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.<sup>47</sup>
  - The Department of Labor requires intellectual property developed under a competitive Federal award process to be licensed under a Creative Commons Attribution license. This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the grantee.<sup>48</sup>
- Copyrights – Contracts shall provide notice of the following:
  - *For grant funds received prior to December 26, 2014:* The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) the copyright in any work

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<sup>45</sup> Id.

<sup>46</sup> Id.

<sup>47</sup> 37 CFR § 401.2(a)

<sup>48</sup> 2 CFR § 2900.13

developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of a copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.<sup>49</sup>

- *For grant funds received on or after December 26, 2014:* The grantee and subgrantee/non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.<sup>50</sup>
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the grantee or subgrantee/non-Federal entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).<sup>51</sup>
- Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.<sup>52</sup>
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal entity. Such disclosures are forwarded from tier to tier up to the grantee or subgrantee/non-Federal entity.<sup>53</sup>
- Access to Contractor’s Records – all negotiated contracts awarded by the grantee or subgrantee/non-Federal entity shall include a provision to the effect that the subgrantee/non-Federal entity, State of Nebraska, the Office of Inspector General of the United States, the U.S. Department of Labor, or any other duly authorized representatives, shall have access to any books, documents, papers, and records

<sup>49</sup> 29 CFR § 97.34

<sup>50</sup> 2 CFR § 200.315(b)

<sup>51</sup> Appendix II to 2 CFR Part 200 (the 2 CFR )

<sup>52</sup> Id.

<sup>53</sup> Id.

of the contractor which are directly pertinent to the specific contract for the purpose of making an audit, examination, excerpts, copies or transcriptions. Reasonable access to personnel for purposes of interviews and discussions related to such documents shall be permitted.<sup>54</sup>

- Recovered Materials – contracts between a State agency or agency of a political subdivision of a State and its contractors shall recognize mandatory standards and policies relating to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.<sup>55</sup>
- Maintenance of Records – a provision shall be included in the contract which shall require the contractors to maintain all required records for three (3) years after the grantees or subgrantees/non-Federal entities make final payment and all other pending matters are closed.<sup>56</sup> The records shall be sufficient enough to detail the significant history of the procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.<sup>57</sup>

Damages – contracts for more than the Simplified Acquisition Threshold (set at \$150,000) shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.<sup>58</sup>

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<sup>54</sup> 2 CFR § 200.336(a)

<sup>55</sup> 2 CFR § 200.322

<sup>56</sup> 2 CFR § 200.333

<sup>57</sup> 2 CFR § 200.318(i)

<sup>58</sup> 2 CFR § 200.326, Appendix II to 2 CFR Part 200

<sup>59</sup> 2 CFR § 200.318(j)(1)

## Application for One-Stop Operator Services Provider For the Greater Lincoln Workforce Development Board

As Director of City of Lincoln Urban Development Department, I am submitting this proposal for the City of Lincoln governmental organization to be considered for selection as the One Stop Operator Services provider for the Greater Lincoln Workforce Development Area.

Through this application, I am proposing that primary responsibility for the provision of One Stop Operator services will be assigned to the City of Lincoln's Urban Development Department Director. Other City departments, such as Law and Finance, as well as staff within the Mayor's Office, will participate as appropriate in carrying out the duties of the One Stop Operator.

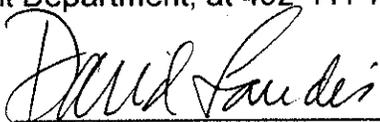
The mission of the One Stop Operator is to convene, assist and nurture a system of partner service providers who, collectively, service job seekers and employers in Lancaster and Saunders County. To this end, the One Stop Operator should convene and serve partners, execute the directives of the Greater Lincoln Workforce Development Board, staff and operate a customer service oriented, barrier-free Resource Room and reach out to employers and potential employees alike.

The existing eight Urban Development Department employees dedicated to employment services and such personnel as may be added will be deployed by the One Stop Operator to accomplish the mission.

I pledge that the City of Lincoln's One Stop Operator activities will fully comply with the Workforce Innovation and Opportunity Act; with the ordinances of the City of Lincoln; with the laws of the State of Nebraska; with Equal Opportunity/Affirmative Action requirements; and with Insurance requirements.

Questions regarding this proposal should be directed to David Landis, Urban Development Department, at 402-441-7126.

Signature



David Landis, Director of City of Lincoln Urban Development Department

Date

June 10, 2016

**6.1 Title Page**

City of Lincoln, Nebraska Urban Development Department  
555 South 10th Street, Suite 205  
Lincoln, Nebraska 68508  
Telephone: 402-441-7606 / FAX 402-441-8711

**Year Established**

The City of Lincoln was established in 1867 and Urban Development in 1976.

**Mission or Types of Services Particularly Qualified to Perform**

The primary objective of the Urban Development Department is the revitalization and maintenance of low and moderate-income communities as productive and vigorous parts of the City as a whole. Strategies and programs are created, many using federal financial resources, which:

- Coordinate existing city wide resources – both public and private,
- Develop leadership at the individual, neighborhood, and agency level,
- Eliminate barriers – physical, social, and economic, and
- Create economic and employment opportunities.

**Geographic Business Area**

City of Lincoln, Lancaster and Saunders Counties in Nebraska

**Number of Staff Usually and Currently Employed**

Twenty two staff members are currently employed by the Urban Development Department. The WIOA Division employs eight staff and has been at this level since August of 2015.

**Contact Person**

David Landis, 402-441-7126, 555 South 10th Street, Suite 205, Lincoln, Nebraska 68508,  
dlandis@lincoln.ne.gov

**Statement of Willingness and Capability to Meet the One Stop Operator Requirements**

Upon notification of awarding of this project, Urban Development will continue to provide services to operate the American Job Center Resource Room. A One Stop Operator will be designated and they will meet the requirements and prepare for the additional services described in this proposal. Urban Development agrees to comply with all assurances included in this request.

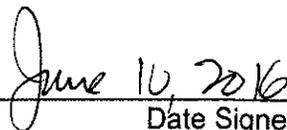
The signature below certifies the accuracy of the information contained in this proposal.

**Name, Job Title and Original Signature of Chief Executive Authorized to Submit the Proposal**

David Landis, Director, Urban Development Department



Signature



Date Signed

## **6.2 Introduction**

### **Background**

The City of Lincoln and Urban Development have successfully operated adult, dislocated worker and youth workforce development programs since the early 1970's. These programs were operated out of the Mayor's office from 1974 through 1995. A reorganization in 1995 transferred workforce programs to the City's Urban Development Department. The workforce programs under the One Stop Employment Solutions (OSES) within Urban Development have provided the American Job Center (AJC) resource room services since 2013.

### **Mission**

The mission of the One Stop Operator is to convene, assist and nurture a system of partner service providers who, collectively, service job seekers and employers in Lancaster and Saunders County. To this end, the One Stop Operator should convene and serve partners, execute the directives of the Greater Lincoln Workforce Development Board, staff and operate a customer service oriented, barrier-free Resource Room and reach out to employers and potential employees alike.

## **6.3 Background**

Recent federal law changes have given rise to several priorities in this field. Foremost is the emphasis on the maintenance of a system of service providers both on site at the One Stop and off site to increase efficiency and efficacy across a continuum of programs and program providers in workforce development. A second priority is to add greater emphasis in creating opportunities for onsite training at the employer's place of business. A third priority is to focus attention across an expanded age range of youth for those young people who are not in school. One or more of each of these changes impacts all the system partners in some way. Finally, it should be noted that the scope of the responsibilities of the WIOA Board have expanded and imply a greater authority to direct and monitor the programs it oversees.

A task that will continue for the Operator is the management and operation of the AJC resource room. This task has been executed since October 1, 2013 by the City of Lincoln Urban Development/OSES. The AJC resource room is located at Education Square, 1111 "O" Street, Suite 205, Lincoln, NE. It consists of a staffed front desk. These individuals are provided from our Experience Works partner. They assist with visitor sign in, notify program staff of clients arriving for appointments, answer and direct phone calls and oversee the copier and fax machine usage. There are approximately 1000 visits to the AJC resource room per month.

The Program Manager will coordinate employer hiring events and job fairs, and schedule room arrangements with other entities requesting on-site facilities for these events. The Program Manager will supervise two full-time Navigators and oversee the front desk personnel. The Program Manager will be responsible for the ongoing

updating and troubleshooting all issues involving computers and machines operating in the resource room.

The two navigators work directly with individuals in the resource room. Navigators are required to have a general knowledge of the system, and be able to work with all individuals.

The Urban Development Department has requested a full-time office manager position to assume the day to day management of the Resource Room. However, there has been no indication the request will be added to the coming City biennial budget. Since there will be no finality to this issue before the selection process concludes, this part of a projected budget would be speculative.

#### Financial Capacity

The CEO for the City of Lincoln is the grant recipient for the WIOA One Stop Operator Funds.

Under Title I of WIOA, the CEO will be liable for funds received per NPRM Subsection 679.310(c) and 20 CFR 661.300(c).

#### Funding Sources

Funding sources for the One Stop Operator will be WIOA Adult, Dislocated Worker, and Youth program funds and shared costs with the program partners.

#### Leverage of Current Resources

WIOA Adult, Dislocated Worker, and Youth program funds will be the primary funding source for the One Stop Operator costs. General Revenue funds will supplement the WIOA funds by supporting administrative costs associated with the One Stop Operator.

### **6.4 One Stop Delivery System Design**

The One Stop Operator should support and be responsive to the Greater Lincoln Workforce Development Board and its One Stop System Committee.

Current staff interact with many of our partners in a variety of groups and professional settings. These forums address a variety of needs of those in attendance.

The applicant believes greater coordination among system partners is desirable. If selected, the One Stop Operator, the Urban Development Department Director, will convene monthly meetings of all system partners. The forum should facilitate a thorough sharing of information among participants, clarify and improve referral practices, identify which partners are serving which clients and businesses and identify resource efficiencies and system improvements. The agenda for the Partners Forum should be open ended so any partner can raise issues of interest to them.

### **6.5 One Stop Delivery System Engagement for Employers**

Federal law suggests that the Greater Lincoln Workforce Development Board reflect an increased attention to the needs of area employers. While the tools to provide service to employers largely pre-existed the new law, the desire to learn and respond to the needs of employers is manifest to the current One Stop Operator. To reach out to employers in a most systematic way, the applicant nominates the idea of subcontracting for the services of individuals or an organization whose goals and skills align with the Workforce Innovation and Opportunity Act agenda. While not committing to any single course of action, the current One Stop Operator has contacted Bryan Seck, the Employment Skills Developer for Prosper Lincoln. His experience and work on behalf of Prosper Lincoln is directly aligned with the expectation of increased responsiveness to employer needs under the Workforce Innovation and Opportunity Act. The current operator believes that using the skills of someone who is constantly at employers' doorsteps will broaden the linkage to employers.

### **6.6 One Stop Delivery System for Job Seekers**

The continued commitment to operate the Resource Room is the chief delivery system for job seekers. The applicant believes that the operation of the Resource Room should be a recurring agenda item at the monthly Partner's Forum. If partners need information, request clarification of policy, have suggestions or complaints about the Resource Room, they would be welcome to do so at any time but would be solicited from them on a monthly basis.

Finally, the operation of the Resource Room could potentially be improved by creating an information system that tracked individual users as opposed to a summary of visits and reasons for coming to the AJC.

If a workable data collection system could be created, it would be easier to measure the impact of the Resource Room services on customers and would be a valuable diagnostic tool for measuring outcomes and suggesting improvements.

### **6.7 One Stop System Assessment and Best Practices**

Currently, the One Stop has a customer survey instrument. The measure is essentially one of the customer's satisfaction with how they are treated. The current operator believes that the satisfaction of partners and employers are also relevant. The Partners Forum would be one way of getting data. A confidential survey of our partners may produce suggestions that might not be raised in the Partners Forum. One difficulty of an anonymous survey is the inability to follow-up on what one learns. However, the tradeoff between unguarded candor and an inability to clarify is one that WIOA Board One Stop System Assessment committee provide guidance.

A relevant survey to Human Resource professionals and employers would assist us in using the Resource Room and AJC services as well as possible. This is a task that could be part of the subcontractor contract referred to in 6.5.

#### **6.8 One Stop System Performance Standards**

The State of Nebraska's Department of Labor has performance standards for Adult, Dislocated Worker and Youth programs in the three regional operations. There has not been a formal performance standard for the operation of the One Stop Center. We would nominate a standard for the customer survey instrument at a rate set by the WIOA Board. In several instances, the City Departments have been given target percentages on customer satisfaction to achieve. That could be done here. Should a unique employer survey instrument be approved, the WIOA Board could also set targets.

#### **6.9 One Stop Delivery System Cost Sharing**

Memorandums of Understanding (MOUs) will identify the costs sharing of infrastructure and resources for the American Job Center resource room. Costs not covered by the MOUs will be absorbed by the WIOA Adult/Dislocated Worker and Youth programs. This will decrease the amount of program funding available for direct participant costs.

#### **6.10 One Stop Operator Partnerships**

A subcontract will be issued for the One Stop Operator for \$60,000. This subcontract bid will be published through the City's Purchasing Department after Urban Development has been awarded this contract. This individual will work with the Lincoln Workforce Development Board and the service provider staff in order to fulfill all of the items in the RFP that relate directly to the One Stop Operator. This will not include running, managing and funding of the American job Center resource room.

#### **6.11 Budget**

See Attachment A.

Members of the Executive Board have read UDD's response to the one stop operator RFP and have questions and requests for clarification. At the outset we want to reiterate that the RFP sets out the role for the one stop operator under WIOA and includes:

Under Section 4 that the mission of the one stop operator is to coordinate the six core programs as well as other required and optional partners identified in WIOA. The One Stop Operator has the duty of being a systems operator which involves coordinating and improving partner services as a delivery system. Specifically the one stop operator is to:

- a. design and lead a business services strategy and best practices policy to support and provide excellent customer service to area employers in the one stop delivery system.
- b. design and lead strategies to organize and integrate American Job Center services, collocated staff and resources in the most effective way to assist customers. The design plan includes methods and strategies to report, assess and improve on utilization, function and value of the resource room and its role in the one stop delivery system. This does not require the one stop operator to provide staffing for the resource room but rather to coordinate the resources that are there provided by one stop partners.
- c. assist in developing successful methods and strategies and agreements for sharing the costs of infrastructure and resources in the one stop delivery system.
- d. the one stop operator will have as resources access to a triage navigator and a resource room at the AJC with space and technology resources provided by agreement of one stop partners. Funding for the triage navigator and lease space of the resource room are not to be included in the one stop operator proposal.
- e. proposals that will utilize subcontracts or agreements to provide one stop operator services must be identified in the proposal and include an attestation agreeing to the terms of the proposal.

The Executive Board has a few questions regarding UDD's response to the one stop operator RFP.

- Under 6.3 Background: the proposal indicates that the task will continue for the operator as the manager and operator of the AJC resource room. The RFP does not require the operator to provide staff to the AJC resource room but does ask that the operator organize and integrate American job center services, collocated staff and resources in the most effective way to assist customers. So, please clarify in your response the role of the one stop operator with respect to the AJC resource room but please include this clarification under 6.4.
- Under 6.4 One Stop Delivery Design: The response indicates that the one stop operator will convene monthly meetings of all system partners to facilitate a thorough sharing of information among participants, clarify and improve referral practices and identify which partners are

serving which clients and businesses and identify resource efficiencies and system improvements. As asked in the RFP under section 6.4 - Does the proposer have a priority for the most important elements in the design of the one stop delivery system and how the elements can be coordinated by the one stop operator? Does the one stop operator have a vision for their role in coordinating and managing the one stop delivery system including their role at the AJC? Are these priorities and vision expected to be developed during the year? If yes, what will you do to develop that vision and priority for important elements in the system?

- Under 6.5 One Stop Delivery System Engagement for Employers: You have indicated you have contacted Brian Seck with Prosper Lincoln. What is your vision for utilizing Brian Seck? What would you have him work on or what would be the scope of services? Do you have a letter of agreement in place with Mr. Seck and for an amount? Does UDD have any current or developing strategies using their own personnel to fulfill the delivery of one stop system services to employers as stated in 6.5?
- Under 6.6 One Stop Delivery System for Job Seekers: You have indicated the continued commitment to operate the resource room as the chief delivery system for job seekers. The RFP requests the one stop operator to coordinate current resources and delivery of those resources and improve the function and purpose of the resource room and AJC and strengthen partnerships in the business community for work and career opportunities. You have indicated that the one stop operator – UDD Director – will convene monthly meetings on the resource room at monthly partner forums. You have indicated that the resource room could be improved by creating an information system that tracked individual users as opposed to a summary of visits and reasons for coming to the AJC. Do you, as the one stop operator, have strategies to strengthen partnerships with the business community for work and career opportunities?
- Under 6.9 One Stop System Cost Sharing: How will the one stop operator plan to identify the costs of infrastructure and resources in the one stop delivery system and in the AJC?
- Under 6.10 One Stop Operator Partnerships: This says that \$60,000 will be used by the one stop operator for a subcontract. The application page indicates that the UDD Director will have primary responsibility for the provision of one stop operator services. The application page also indicates that eight existing UDD employees dedicated to employment services will be deployed by the One Stop Operator to accomplish the mission. It also indicates that Law, Finance and the Mayor's office will participate as appropriate in carrying out the duties of the One Stop Operator. What one stop operator services and duties will be provided by UDD and what one

stop operator services will be provided by Law, Finance and the Mayor's office and what one stop operator services will be subcontracted out?

- Under 6.11 Budget: Please include a budget of the one stop operator to perform the specifications outlined in the RFP. Please use the format provided and you may supply a one page narrative.

UDD Response to  
Brand Questions

**From:** David Landis  
**To:** Margaret Blatchford, Robert L. Walla  
**Subject:** Response to Executive Board Questions  
**Date:** Friday, July 01, 2016 4:46:11 PM  
**Attachments:** [Revision of One Stop Operator Budget RFP.xlsx](#)

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We appreciate the questions we have been given. We want to be as responsive as possible. To organize our responses, we will use the following agenda.

### Vision

The One Stop System in the WIOA world is a system of partners whose symbiotic interrelationships provide high quality, customer-oriented employment services. The One Stop System is more than running a resource room and allocating space to co-located partners. Hopefully, the One Stop Operator convenes and coordinates a system of partners (both at the AJC and those who are not) whose interactions maximize their individual efficiencies and create a network of related services that is as seamless as possible for customers. The essence of the One Stop System is this network of partners. This system is to achieve the goals of WIOA as interpreted by a local board.

The first two bullet points in the questions provided relate to vision, delivery system design and priority elements.

As an extension of the new vision contemplated by WIOA, our local One Stop is in need of vision. This question asks if the respondent has such a vision at this time. The short answer is no. Our current perspective is based on managing a resource room, providing quality services to our clients and providing a convenient, efficient, cost-effective location for co-located services embodies the emerging world of WIOA. This is what we have traditionally done and by several measures, quite successfully. However, the very existence of WIOA means the traditional practices are not the goals of the new legislation and we do not claim to have fully internalized the difference.

If the responder does not propose that vision, where will the vision come from? We would propose four sources: from WIOA goals, directions from the Board, the collaboration of our partners and feedback of our customers. Our job would be to host the process by which those elements are brought together and mission statements, objectives and practices are agreed upon as broadly as

possible. The visioning process is not identical to the Partners Forum. The analogy that comes to mind is the strategic planning process that begins by formulating a mission statement and develops objectives and practices. We would be subcontracting for this service.

### **System Design**

The responder believes that system design is an ongoing process. There are four priority elements that we would nominate to begin that process. The first is the previously referenced Partners Forum. This is a monthly meeting of all partners and open to the observation and participation of Board members, employers and customers.

A second element is the design of a data sharing method that would ensure our partner referrals are accurate, timely and comprehensive. If a client or employer touches any part of the web of partner services, the system should operate so that the client would be given over to the partner(s) best able to meet their needs.

Third, the system needs a stable system of contribution from partners and what those resources are to be spent for.

A fourth element of the design should be a specific plan for interacting with individual employers and the employer community. The interaction of the One Stop partnership with the employer community should likely improve the performance of many, if not all, of the One Stop partners. Plans towards this end are contained in our answer to 6.5.

### **Employer**

We are hiring a career guide/case manager at this time. The job description for this function has, at our request, been altered to allow us to recruit someone to work with local area businesses, develop work-based trainings and develop job driven training products. This person could network with businesses and business organizations. The first function they would play is to inform and facilitate businesses in creating OJT contracts. The second function that needs to be played is interacting with the business community at the strategic level. It would be valuable to be in the room and able to comment when employers discuss trends, employment needs and public services in this area. If we can subcontract for this function, we would. If not, this position could take on some of that function.

Your questions included several about our answer to 6.5, engagement for employers. Our contract with Bryan Seck has been informal and verbal and preliminary in nature. While these conversations have found common ground, there is no agreement in place. The role we foresee with Mr. Seck is the strategic interaction referred to in the previous paragraph. We want to build relationships with employers and hope to ride Mr. Seck's existing entree to open doors for us.

### **Costs**

Some costs like rent and public personnel costs are known from public documents. Some costs like the square footage of a partner's office are objectively measurable. Other costs are harder to arrive at. For example, a partner makes a piece of office equipment available for the use of others. How is that to be recognized? It gets more complicated when partners differ significantly in the use of resources. There are a variety of norms of fairness. One is equality, treat everyone alike. A related one is equality treatment modified by usage. For example, identify the right number for a square foot of office space and multiply by the space used. Contribution and need are two other factors that influence perceptions of fairness.

If we track One Stop clients by individual user, we could allocate costs on the basis of percentage of customers served by a partner. But this very rough justice as customers vary enormously. The easiest system is total cost divided by the total number of partners. This is not feasible or fair. How we deviate from principles like these is for the partners to agree upon.

### **Partnership**

The City Law Department has provided contract drafting services, legal advice and legal research services in the past. It is our expectation that if the City's Urban Development Department is selected that service will continue.

The Finance Department has provided assistance with respect to the control of money, budgeting and purchasing services. It is our expectation that if the City's Urban Development Department is selected, these services will continue.

It is our expectation that the Board support function now played by Urban Development staff will be transferred to the Mayor's office and these services

will continue to be provided.

**Budget/Subcontractors**

The One Stop Operator duties as enumerated in Section 4 are sufficient to require a full-time employee at a minimum. Both the Urban Development Department and the program manager have numerous assigned duties that need to be harmonized with this agenda. Duties enumerated as 4.3, 4.4, 4.6, 4.7, 4.9, 4.11, 4.12, 4.13 and 4.14 are tasks that we would endeavor to perform either personally by the One Stop Operator or a designee within the staff of the American Job Center. The costs to accomplish these ends are to be met by the existing resources available to the Urban Development Department. If this proves not be true, we would ask for the opportunity to subcontract for critical services in this list. Duties that we expect to require assistance are 4.1, 4.2, 4.5, 4.8 and 4.10. No single vendor likely fits all these needs. We would contemplate using the \$60,000 to create subcontracts under the City rules for Purchasing. We are unable to comply with 4.15's expectation of letters of attestation at this time.

We have been as responsive as current conditions allow. A timely response prohibits us from supplying the kind of attestation letters this response contemplates. To the extent we can be clearer at this time, feel free to contact us.



*Where solutions are discovered.*

## **Draft SCOPE OF SERVICES and ATTESTATION**

### **By The Mediation Center for the Partners of the Greater Lincoln Workforce Development Board and Area**

Services include facilitation and preparation for a strategic planning and visioning process to collaborate on shared goals and vision for a One-Stop Delivery System.

Facilitated meetings for input, engagement, and crafting recommendations for a strategic plan and vision regarding changes in new federal mandates, policies, and requirements which impact current agreements, relationships, and understandings.

Submitted by: **THE MEDIATION CENTER**  
610 "J" Street, Suite 100, Lincoln, NE 68508, (402) 441-5740

Date Re-submitted: August 18, 2016

### **Draft Attestation of Project Description**

Organize and facilitate two preparatory meetings to consult with One Stop partners, conveners and stakeholders to craft and design a process and model for guiding, facilitating, and managing a series of three strategic planning meetings for the purpose of providing an opportunity to be heard, understood, and provide input in the strategic planning process of designing a vision, goals and priorities in a quality one stop delivery system that integrates career, education and training services pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA).

### **THE MEDIATION CENTER Background**

The Mediation Center (TMC) was established in 1992 as one of Nebraska's six regional mediation centers and is experienced in the design and implementation of collaborative problem solving strategies. The centers, authorized by the Nebraska Legislature's Dispute Resolution Act of 1991, operate under statutory and ethical guidelines regarding competency and public accountability, as well as policies and procedures approved by the Nebraska Office of Dispute Resolution, an office under the auspices of Nebraska's Supreme Court.

The following "Basic Fee Schedule" explains TMC's basic hourly fee schedule for services and expenses in regards to consultation, design, facilitation, and strategic planning services and a "Not To Exceed" cost is given by task at the end of the tasks section with a total project "Not To Exceed" cost for the entire project based on the scope of services as requested. The actual billing will be based on TMC's hourly fee schedule for requested tasks actually done and actual expenses incurred per said schedule and honoring TMC's proposal and the "Not To Exceed"

agreed amount of two thousand and four hundred dollars (\$2,400) representing a negotiated reduced and discounted fee for services rendered for this specific project.

### BASIC FEE SCHEDULE

<p><b>Meeting Preparation and Follow Up:</b> Includes setting up the space and getting ready for the meeting, closure and take down of the meeting and clerical preparation and distribution of any written and/or electronic "Group Memory" from flip chart pages/notes of facilitated meetings</p>	\$75 per hour
<p><b>Process Design, Consultation &amp; Coordination:</b> Includes communication regarding design and preparation of the facilitation process and work that is done outside of the actual facilitated meeting; such as preparation of any "Group Memory" by a member of the facilitation team from The Mediation Center</p>	\$90 per hour
<p><b>Meeting Facilitation:</b> This includes establishing and enforcing guidelines and ground rules, fostering and regulating discussion, identifying issues and interests, generating options, reality testing, guiding discussion on an action plan and timeline if desired and producing a visual group memory on flip chart pages</p>	\$180 per hour for one or more facilitators
<p><b>Travel:</b> Mileage billed at the current rate by combining I.R.S. &amp; NE rates</p>	\$0.575 per mile and \$45 per hour
<p><b>Meals, Lodging, Conference Calls and/or other out of pocket expenses</b></p>	Invoiced at actual cost
<p><b>Projected Project Completion Date Goal: January 31, 2017</b></p>	Completed date to be determined & Mutually Agreed Upon
<p><b>Photocopies, mailings, postage, etc:</b> Activities such as photocopying, mailings, and other miscellaneous tasks accomplished by support staff from The Mediation Center</p>	Copies and postage invoiced at actual cost
<p><b>Supplies and equipment:</b> Flip chart paper, pens, markers, tape, name tents, overheads, projector, computer, and other meeting supplies as needed or requested by the convener</p>	Invoiced at actual cost \$20 cap per meeting
<p><b>Meeting location and refreshments</b> The Mediation Center has four conference rooms of varying sizes with capacity of up to 20 people available at no additional charge for facilitation clients. Other additional arrangements are invoiced at actual costs</p>	Invoiced at actual cost

## **Scope of Services**

The Mediation Center (TMC) will meet with the One Stop Partners, One Stop Operator and stakeholders to develop goals, a plan of action and a timeline for the facilitation project. TMC will provide at least one conflict engagement specialist (facilitator(s)) to lead a visioning session that leads to creating a strategic plan for a one stop delivery system created by the one stop partner system as described below:

- One or more qualified facilitators as needed to facilitate and coordinate two preparation meetings and three strategic planning meetings at mutually agreed upon dates and times. The facilitator(s) will meet all requirements relating to mediator qualification and competence set forth in the Nebraska Dispute Resolution Act, Neb. Rev. Stat. § 25-2901 et. seq., and the policies and procedures of TMC. The facilitator(s) will have the necessary skills, expertise, and experience to conduct a facilitation of the matter(s) requested and bill for actual services rendered for a NOT TO EXCEED cost of \$2,400.00 representing a negotiated fee discount.

## **Attestation of Services and Tasks**

by **THE MEDIATION CENTER** regarding  
**Consultation, Preparation and a  
 Strategic Planning and Visioning Process**  
**for the One Stop Delivery System, One Stop System Partners  
 and other stakeholders**  
**pursuant to the  
 Workforce Innovation and Opportunity Act of 2014  
 (WIOA).**

<p>2 Preparatory meetings:</p> <p>Coordination, organization, preparation and set up the facility for facilitation of convening, designing, and refining a plan for the large group strategic planning meetings with necessary stakeholders as determined by the convener(s)</p>	<p>Total Preparation Process Planning NOT to EXCEED</p> <p>\$360</p>
<p>Consultation and Process Design:</p> <p>Consultation, preparation, and closure work for the project including but not limited to agenda crafting, additional preparation as needed, coordinating, crafting, designing, drafting, oversight, photocopying, e-mailing, communication, and generation of; guidelines, ground rules, group memory, and distribution, of any materials, &amp; expenses</p>	<p>Total Consultation &amp; Process Design NOT to EXCEED</p> <p>\$630.00</p>
<p>Facilitation of three (3) Strategic Planning and Visioning Process of facilitation of three (3) half day (four hour) SCOR Strategic Planning meetings that include all partners and address:</p> <p>4.1 To design and coordinate the characteristics of a high quality one stop delivery system as described in WIOA Section 121 (e) which includes the design of an integrated delivery of career services as described in Section 132 c (2) in WIOA and access to training services, employment and training activities, programs and activities carried out by one stop partners and information regarding job search, placement and labor exchange services authorized under Wagner Peyser, all as provided under the Workforce Innovation and Opportunity</p> <p>4.3 Design and lead strategies to organize and integrate American Job Center services, collocated staff and resources in the most effective way to assist customers, ensure access of services to all, and incorporate both virtual and center based service delivery. Design plan must include methods and strategies to report, assess and improve on utilization, function and value of the American Job Center's resource room and its role in the one stop delivery system.</p> <p>5.3.3 Ability and strategy to organize American Job Center resources and one stop partners for maximum efficiency and effectiveness in delivering one stop system services and ability and strategy to value and assess resource room usage, resource room function and provide strategy for improvements.</p> <p>6.4 One Stop Delivery System Design – This section includes the proposer's explanation of their design and vision for coordinating a high quality one stop delivery system for integrated career, education and training services and plan for accessibility to the system. This section will identify the proposer's priorities for the most important elements in the design and explain how those priority elements are to be provided and coordinated by the one stop operator. The proposer will describe their vision of the one stop operator's role in coordinating and managing the one stop delivery system including their role at the American Job Center.</p>	<p>NOT to EXCEED \$1,920 (unless convener requests additional facilitated meetings)</p>

<p>Completion Date: Project to be completed by a mutually agreed upon date and time</p>	<p>Anticipated Completion by <b>January 31, 2017</b></p>
<p><b>Total Preparation, Consultation &amp; Facilitation of Attested Tasks Completed for a Not to Exceed Total Cost of \$2,400.00</b> <b>This represents a reduced and discounted fee from TMC's Basic Fee Schedule as negotiated by the City of Lincoln.</b></p> <p>(Convener may request additional facilitated meetings or services from TMC if deemed necessary and the negotiated discounted and reduced fees would apply to any additional work completed if requested)</p>	<p><b>Total All Tasks NOT to EXCEED \$2,400</b></p> <p>(unless convener requests additional facilitated meetings or services from TMC)</p>

Each party hereby certifies, represents, and warrants to the other party that the execution of this attestation of services and tasks is duly authorized and constitutes a legal, valid, and binding obligation of each party. IN WITNESS WHEREOF, Consultant and the City do hereby execute this mutually agreed upon revision as of the date below.

\_\_\_\_\_  
City of Lincoln, Department Director, Date

\_\_\_\_\_  
Consultant, The Mediation Center, Date

Director \_\_\_\_\_

David A. Hubbard, J.D.  
Director, Facilitation and Training  
The Mediation Center  
610 J Street, Suite 100  
Lincoln, NE 68508  
Telephone: 402-441-5740  
Fax: 402-441-5749  
info@themediationcenter.org

Department \_\_\_\_\_

# PROSPER LINCOLN

## PROJECT SCOPE

### OVERVIEW

#### • Project Background and Description

Prosper Lincoln is a community initiative resulting from the Lincoln Vital Signs reports in 2011 and 2014 as well as community needs identified through the Angelou Report. The three priority areas are Employment Skills, Early Childhood Development, and Entrepreneurship and Innovation. The Employment Skills Developers, Bryan Seck and Mike Milbourn, bring experience in data management, direct service delivery, workforce development and an intricate knowledge of the employment and service-agency landscape in Lincoln. Bryan Seck works full-time for Prosper Lincoln. Mike Milbourn serves as Learning and Development Manager at Lincoln Industries and serves as Employment Skills Developer one day a week.

#### • Project Scope

- Demonstrate methods to assist WIOA partners to connect to employers and increase knowledge of WIOA services including case management, and on-the-job training reimbursements.
- Provide increased responsiveness and linkage to employer needs including raising awareness of available jobs and in-demand skills and training. The information will be shared with all WIOA partners.
- Build a bridge between and all WIOA partners to learn from each other and enhance employment opportunities for American Job Center One Stop (AJC) clients including adults and young people who are not in school.
- Develop a vision for AJC as a key driver of improved client outcomes and strong collaboration with employers and partner agencies.

#### • High-Level Requirements

The agreement must include the following to ensure project deliverable completion:

- Prosper Lincoln will receive \$10,000 for contracted services for one year from contract date. Prosper Lincoln estimates that this contract will require 150 hours at \$66/hour.
- Accessibility and communication to collaborate with WIOA/One Stop Operator staff
- Connection to and regular communication with Workforce Development Board
- Usage statistics for Center to understand current operation capacity and employer connection

#### • Deliverables

- Monthly meetings outlining activities and outcomes. (Sharing employer needs such as specific skills/positions and updates on vision planning)

- Develop matrix of all related agencies and partners, who they serve, referral practices, and client employment retention strategies
- Develop plan to increase interaction with individual employers and the employer community
- Bi-annual job fairs connecting WIOA staff to employers and area case managers. Employers present their open jobs to case managers and WIOA staff.
- Consultation and development of a data sharing method to ensure that AJC clients that receive referrals to outside agencies and employers are accurate, timely, and comprehensive.
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#### • Specific Exclusions from Scope

- Prosper Lincoln staff will not provide direct service to clients

#### • Implementation Plan

The implementation plan will last for 12 months from date of contract. The plan will include communication with Urban Development Director David Landis as well as WIOA staff. Prosper Lincoln and WIOA staff will assemble a timeline to meet all deliverables. The resulting implementation plan and timeline will serve as the guiding document for the contract.

#### • High-Level Timeline/Schedule

- The following timeline illustrates Prosper Lincoln's possible timeline. All timelines will be approved by Urban Development and WIOA staff
  - Month 1-2:
    - Creation of communication and meeting plan between Prosper Lincoln and Urban Development/WIOA staff
    - Prosper Lincoln and Urban Development/WIOA staff meet to understand current practices and opportunities for improved employer relations
    - Prosper Lincoln begins work matrix of related agencies and partners
    - Prosper Lincoln and Urban Development/WIOA staff meet with employers to understand needs and build communication on needed skills, hard to staff positions, and retention strategy
  - Month 3-6:
    - Ongoing meetings
    - Finalize matrix of related agencies and partners
    - Consult and develop a data sharing method to ensure that AJC clients that receive referrals to outside agencies and employers are accurate, timely, and comprehensive
    - Finalize plan to increase interaction with individual employers and the employer community including needed skills, hard to staff positions, and retention strategy
    - 1 of 2 job fairs connecting WIOA staff to employers and area case managers. Employers present their open jobs to case managers and WIOA staff.
  - Month 7-12:
    - Ongoing meetings
    - 2 of 2 job fairs connecting WIOA staff to employers and area case managers. Employers present their open jobs to case managers and WIOA staff.
    - Finalize procedures for improved employer needs and relations

- Finalize all stated deliverables in Scope of Work

# Responses to Proposed Partnerships

**From:** [David Landis](#)  
**To:** [Margaret Blatchford](#)  
**Subject:** RE: A Draft Attestation and Proposal for Strategic Planning Services by The Mediation Center for The City of Lincoln and Southeast Community College  
**Date:** Friday, July 22, 2016 3:45:25 PM  
**Attachments:** [Prosper Lincoln Urban Development Letter.docx](#)

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Margaret, these letters relate to our assertion that we could use professional assistance in achieving some of the objectives of the RFP. With respect to the use of Bryan Seck and his help in designing and executing a system of outreach to employers, we find this in furtherance to the expectations of sections 4.2, 5.3.1, 5.3.2, 5.3.6 and 6.5 of the RFP. The use of the Mediation Center for a visioning and strategic planning process relates we believe to sections 4.1, 5.3.3 and 6.4 of the RFP. These two additions also relate to the follow up questions from the Board after we submitted a response. They asked us in several different ways what our vision was for the new One Stop System under the aegis of WIOA. We acknowledged that is a work in progress and not fully formed at this time. We think the Mediation Center can help use identify that vision along with the contribution of all the partners. You will see in the attachment a more expansive letter from Mr. Seck describing a bit more fully our agenda. I hope this is responsive to your question. Dave

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**From:** Margaret Blatchford  
**Sent:** Friday, July 22, 2016 3:11 PM  
**To:** David Landis  
**Subject:** FW: A Draft Attestation and Proposal for Strategic Planning Services by The Mediation Center for The City of Lincoln and Southeast Community College

Hi Dave: I got your email regarding Prosper Lincoln. Thank you!

Does the partnership with Prosper Lincoln fulfill a duty either outlined in red or is it something you want to provide in general in your response? Same goes for the partnership with the Mediation Center that I had inquired about earlier. I will be out of town next week. So I am hoping to get this clarification and provide it to the Board for their review and comment.

Thanks,  
margaret

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**From:** Margaret Blatchford  
**Sent:** Monday, July 18, 2016 9:00 AM  
**To:** David Landis  
**Subject:** RE: A Draft Attestation and Proposal for Strategic Planning Services by The Mediation Center for The City of Lincoln and Southeast Community College

Hi Dave: In reviewing this I was unsure which one stop operator duty The Mediation Center's services will supplement. I assume it is one or several of the duties highlighted in red but wasn't sure. Can you clarify that?

Thanks,  
Margaret

Attachment A - One Stop Budget Format			
<b>I. Summary</b>			
<b>A. Total Cost</b>			560,000
<b>B. What percentage of your total budget do these contract funds represent?</b>			6.40%
<b>C. Additional funding sources utilized or shared such as community resources, partnerships and in-kind services</b>			9,182
<b>II. Budget Projected Line Item</b>			
<b>A. Personnel Costs</b>	<b>Line Item</b>	<b>Name</b>	<b>Title/Responsibilities</b>
Staff Salaries		Landis, David	Urban Development Director
		Leech, Vicki	Program Manager
		Fry, LeAnn	Administrative Aide I
		Nigh, Cynthia	Office Specialist
			.14 of total 5.5 hrs/wk
			.10 of total 4 hrs/wk
			.05 of total 2 hrs/wk
			.10 of total 4 hrs/wk
Staff Benefits		Landis, David	Urban Development Director
		Leech, Vicki	Program Manager
		Fry, LeAnn	Administrative Aide I
		Nigh, Cynthia	Office Specialist
			3,250
			2,258
			1,585
			1,620
<b>B. Non Personnel Costs</b>			
Operational			
Equipment			
Material/Supplies			
Indirect Costs			
Other Non Personnel			
<b>C. Sub-contract Costs</b>			
The Mediation Center			2,400
Prosper Lincoln			10,000
Yet to be determined			11,424
<b>D. Partnership and In-Kind</b>			
City of Lincoln share of Ki-Raka Atwater salary/fica/health ins.			9,182
<b>Total One Stop Operator Budget</b>			60,000