Workforce System Directive
Fiscal Requirement, Procurement and Contracting

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Approved By: Trae Rahill, Chief Executive Officer
Approved by Governor's Council for Workforce and Economic Development: 10/24/2025

STAKEHOLDERS:

- Chief Local Elected Officials
- Workforce Development Board Chairs
- Workforce Development Board Staff
- Designated Fiscal Agent Staff
- Oklahoma Career Tech
- Oklahoma Rehabilitation Services
- Wagner Peyser
- OESC Regional Managers

REFERENCES:

- Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128)
- 2 CFR Parts 200 and 2900
- 20 CFR Parts 680 and 683
- 2 CFR 180
- 48 CFR Subpart 2.1
- TEGL 16-16, Change 1, One-Stop Operations Guidance
- TEGL 15-16, Competitive Selection of the One-Stop Operator
- TEGL 15-14, Implementation of Uniform Guidance Regulations
- Financial Reporting | U.S. Department of Labor
- TEGL 16-22, Change 1, ETA-9130 Financial Report Instructions

STEVENS AMENDMENT: Oklahoma Works programs and services are administered by the Oklahoma Employment Security Commission under the Workforce Innovations and Opportunity Act and are 100% funded by the United Stated Department of Labor Employment and Training Administration (USDOLETA) through awards totaling $17,639,410.

PURPOSE: The Oklahoma Employment Security Commission (OESC), as the Governor's designated administrative entity for the Workforce Innovation and Opportunity Act (WIOA), issues this directive to establish comprehensive fiscal management standards for Local

Workforce Development Boards (LWDBs) and sub-recipients.

MESSAGE:
This policy provides guidance on fiscal classification and management, monthly and quarterly reporting requirements, procurement procedures, and contract processes, ensuring transparency, accountability, and compliance with federal and state regulations governing WIOA Title I programs.

In the event of a conflict between this policy and federal regulations, TEGLs, or provider agreements, the highest governing authority shall take precedence. OESC reserves the right to update, amend, or waive provisions in this policy as necessary to comply with federal, state, and local workforce regulations.

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COMMON FISCAL DEFINITIONS

Aggregate – Refers to the total amount of a purchase per procurement action, not over the course of the program year.

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

Award - Any legal instrument, such as a contract, grant, sub-contract, or sub-grant, used to convey funds to a recipient.

Board Administrative Costs - Costs incurred by Local Workforce Development Boards for personnel and non-personnel activities, including direct and indirect expenses related to administrative functions under WIOA.

- **Examples**: Accounting, budgeting, payroll management, personnel management, and the development of systems and procedures for administrative functions. Includes travel costs for administrative activities and the overall management of the WIOA system.

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

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

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

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

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

Direct Participant Training Cost - Payments directly associated with participant training activities.

- **Examples**: Individual Training Accounts (ITAs), On-the-Job Training (OJT), and customized training services.

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

Disbursement - The transfer of cash from a grantee to a sub-grantee or payee, executed via check, voucher, or electronic payment system.

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

Expenditures - Costs incurred by a non-Federal entity for a project or program funded by a federal award.

Fiscal Agent Administrative Costs - Costs incurred by a fiscal agent for personnel and non-personnel activities related to administrative WIOA functions. Examples are accounting, budgeting, financial, and cash management functions. Payroll functions, personnel management functions, and development of systems and procedures required for administrative functions. Travel cost to carry out administrative activities or the overall management of the WIOA system.

Immediate Family Member - Includes individuals with the following relationships:

- (i) Spouse and parents
- (ii) Children and their spouses
- (iii) Parents and their spouses
- (iv) Siblings and their spouses
- (v) Grandparents, grandchildren, and their spouses
- (vi) Domestic partners and their immediate families
- (vii) Any individual whose close association with the employee equates to a family relationship.

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

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

One-Stop Operator Administrative Costs - Costs incurred by the One-Stop Operator for personnel and non-personnel administrative functions under WIOA.

- **Examples**: Payroll, property management, and personnel management.

Procurement - The structured process of acquiring goods or services, culminating in the award of funds.

Service Provider - Any public, private, or nonprofit entity delivering services to WIOA participants through contracts, subcontracts, or other agreements.

Service Provision Costs - Costs associated with providing services to WIOA participants.
- **Examples**: Case management for career and training services.

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

This state-imposed threshold supersedes the federal limit for local application and is subject to revision by the State as necessary.

Sub-recipient - A legal entity receiving WIOA funds from OESC to carry out program activities. Sub-recipients:
- Determine participant eligibility.
- Manage performance outcomes.
- Make programmatic decisions.
- Ensure compliance with federal program requirements.
- **Note:** Service providers are considered sub-recipients under WIOA.

Supportive Services Costs - Costs incurred for services enabling individuals to participate in WIOA activities.
- **Examples**: Transportation, childcare, housing assistance, and need-related payments.

System Costs - Costs necessary for operating the workforce system.
- **Examples**: Office supplies, equipment rental, utilities, and office space maintenance.

COST CLASSIFICATION AND EXPENDITURE MANAGEMENT

Cost Categories and Limitations

This section provides clear definitions and expectations for cost classifications under Title I of WIOA, including Administration Costs and Programmatic Costs, as described in 20 CFR § 683.205 and 683.215 and under WIOA Sections 128(b) and 133(b). It outlines allowable costs, limitations, and the required processes for proper allocation and documentation.

Cost Categories

1. **Administration Costs**
    - Administration costs are those necessary and allowable costs associated with the

overall management and administration of the workforce investment system.
   - These costs must not exceed 10% of the total funds allocated to the local area under Sections 128(b) and 133(b) of WIOA.
2. **Programmatic Costs**
   - Programmatic costs are directly related to the delivery of WIOA-funded services and activities to participants or to supporting programmatic functions.

Administrative Costs

Tracking and Reporting:
Local Workforce Development Boards, local grant recipients, local grant sub-recipients, local fiscal agents, and One-Stop Operators must track and report administrative costs separately. As it pertains to reporting, the funds must be reported and tracked to the correct funding stream for which it benefited.

Allowable Administrative Costs Include:

1. **General Administrative Functions:**
   Costs associated with the overall administration and coordination of WIOA Title I, including:
   - Accounting, budgeting, financial, and cash management.
   - Procurement and purchasing.
   - Property management.
   - Personnel management.
   - Payroll processing.
   - Resolving findings from audits, reviews, or incident reports.
   - Conducting audits.
   - Legal services.
   - Developing administrative systems and procedures, including information systems.
2. **Oversight and Monitoring Responsibilities:**
   Costs incurred for oversight and monitoring of WIOA administrative functions.
3. **Administrative Goods and Services:**
   Costs for goods and services required to perform administrative functions, including:
   - Rental or purchase of equipment.
   - Utilities, office supplies, and postage.
   - Rental and maintenance of office space.
4. **Travel Costs:**
   Travel expenses for conducting official business related to administrative activities or the overall management of the WIOA system.
5. **Information Systems:**
   Costs related to administrative information systems (e.g., personnel, procurement, payroll, and property management systems), including:
   - Purchase, development, and operational costs.
6. **Sub-recipient or Vendor Administrative Costs:**

Awards to sub-recipients or vendors solely for administrative functions are classified as administrative costs.

7. **Allocation of Mixed Costs:**
   Personnel or non-personnel costs shared between administrative and programmatic functions must be:
   - Allocated to the appropriate cost category based on actual time worked or other equitable methods.
   - Documented with sufficient detail (e.g. timesheets and accounting records.)
8. **Indirect Costs:**
   Indirect costs identified as administrative must:
   - Be classified based on their function (e.g., rent supporting administrative office space).
   - Be allocated using a documented and equitable methodology, such as a cost allocation plan.
   - Be supported by records, such as invoices, time studies, or usage logs.

   Examples:
   - Rent for shared spaces: Allocate proportionally based on square footage used for programmatic or administrative activities.
   - IT systems: Allocate costs between participant tracking (programmatic) and HR management (administrative).
9. **Continuous Improvement Activities:**
   Activities focused on improving administrative processes must be classified as administrative costs, with proper documentation.
   Examples:
   - Determine the purpose of the activity (e.g., improving participant outcomes or streamlining administrative processes) to classify costs accurately as programmatic or administrative.
   - Maintain supporting documentation, such as meeting minutes, invoices, or project charters.
10. **Relocation Costs of Employees:**
    Per 2 CFR 200.464, relocation expenses may be considered allowable administrative costs only when relocation is necessary to fill an essential permanent position (minimum 12 months). Such costs must be reasonable, properly documented, and allocated in accordance with applicable cost principles. Oklahoma requires pre-approval and supporting documentation establishing that the relocation is necessary and essential to program operations.

Programmatic Costs

Allowable programmatic costs must be clearly identified and appropriately allocated to ensure compliance with funding guidelines. These costs include the following:

1. **Personnel and Related Non-Personnel Costs:**
   Costs associated with staff performing both administrative functions and programmatic

services or activities must be allocated to the benefiting cost objectives/categories (administrative or program) based on documented distributions of actual time worked or other equitable cost allocation methods.

2. **Costs from Overhead or Indirect Cost Pools:**
   Specific costs charged to an overhead or indirect cost pool that can be directly identified as a program cost may be charged as program costs. Adequate documentation must exist to support the identification of these costs as programmatic. The key to charging indirect costs as program costs is to identify such costs directly as a program cost by function, not by its relationship to costs in the direct cost base.
3. **Sub-recipient and Vendor Costs:**
   Except as otherwise provided under the Administrative Cost Category number 6 above, all costs incurred for the functions and activities of sub-recipients, and vendors are considered program costs.
4. **Information Systems Costs:**
   Costs related to the purchase, development, and operation of information systems that support programmatic functions are charged to the program category. These functions include:
   - Tracking or monitoring participant and performance information.
   - Managing employment statistics, such as job listings, job skills information, and demand occupation information.
   - Collecting performance and program cost information on eligible training providers, youth activities, and education activities.
   - Maintaining local area performance data.
   - Storing information related to supportive services and unemployment insurance claims for program participants.
5. **Continuous Improvement Activities:**
   - Costs associated with continuous improvement activities must be charged to either the administrative or program category, depending on the purpose or nature of the improvement activity.
   - Sufficient documentation must be maintained to justify these costs as programmatic.

Cost Allocation and Documentation

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

1**. Allocation of Costs**

Costs must be allocated appropriately to:

a) **The Benefiting Funding Stream:**
   - Costs must be assigned to the specific WIOA funding stream (e.g., Adult, Youth, or Dislocated Worker) that directly benefits from the service, activity, or expense.
   - Allocation should reflect the proportional benefit each funding stream receives.

b) **The Appropriate Cost Objective/Category:**
   - Costs must also be categorized as either:
     - Administrative Costs: Related to the overall management and oversight of the WIOA program.
     - Programmatic Costs: Directly related to the delivery of services to participants or supporting programmatic functions.
   - Mixed costs (those benefiting both administrative and programmatic functions) must be allocated proportionally to each cost category.

c) **Compliance with Cost Allocation Standards:**
   - All allocation methods in the sub-recipient's approved Cost Allocation Plan must comply with 2 CFR §200.416 (Cost Allocation Standards). Allocation methods must be equitable, reasonable, and consistently applied.

2**. Documentation Requirements**

Sub-recipients must maintain clear and verifiable records for all allocated costs. Documentation must:

a) **Clearly Identify:**
   - **Purpose:** Why was the cost incurred and how it benefits the funding stream and cost category.
   - **Function:** The activity or objective the cost supports (e.g., administrative oversight or participant training).
   - **Allocation Methodology:** How the cost was distributed across funding streams and categories.

b) **Include Supporting Evidence:**
   - Documentation must substantiate the allocation and use of funds. Examples of acceptable documentation include, but are not limited to:
     - **Timesheets:** Records showing the distribution of staff time across funding streams and activities.
     - **Invoices:** Bills that clearly detail goods or services provided and their intended use.
     - **System Reports:** Reports from case management or accounting systems showing allocations and expenditures.
     - **Participant Data Records**: Records linking costs to participants served by specific programs.

c) **Ensure Completeness and Accuracy:**
   - Documentation must be detailed, consistent, and readily available for review during audits or monitoring.

Program Income and Cash Management

Program income refers to funds earned by a non-Federal entity that is directly generated by grant-supported activities. This income should be minimal as sub-recipients should minimize excess cash-on-hand. The following guidance provides program income requirements for sub-recipients.

A. Program Income Requirements for Sub-recipients

a. Sub-recipients generating income under a grant agreement may retain the income earned only if such income is used to support allowable activities under WIOA.
b. Program income must be used before requesting cash.
c. Program income must be used prior to the submission of the final report for the funding period of the program year to which the earnings are attributable.
d. Program income must be returned to OESC if the income cannot be used by the sub-recipient.
e. Program income generated from WIOA equipment, or other WIOA assets, after the funding period of the funds that paid for the equipment, is reported on an open year and must be spent prior to the end of the availability of those funds.
f. Sub-recipients must track program income and expenditures on a first-in first-out basis. Therefore, the first dollar of program income spent must be counted against the first dollar of program income that was earned.
g. Program income not used in accordance with the requirements of this section or returned will be recaptured by OESC.
h. Fee for Service: On a fee for service basis, employers may use the sub-recipient's WIOA funded services, facilities or equipment to provide employment and training activities to incumbent workers if the following criteria are met:
    i. The services, facilities, or equipment are not being used by eligible participants
    ii. Their use does not affect the ability of eligible participants to use the services, facilities, or equipment.
    iii. The income generated from such fees is used to carry out programs authorized under WIOA.

B. General Program Income Instructions

a. Program income cannot be used for disallowed costs.
b. Receipt and disbursement of program income must be reported on any fiscal reporting forms.
c. Program income must be traceable through the entity's financial system.

Use of the Addition Method (2 CFR 200.307):

All program income must be managed using the Addition Method. This means the income must be added to the WIOA award and used for allowable activities that support the same goals as the original grant. The award amount does not change, but the program income is treated like an extra pool of money that must be tracked and spent on WIOA purposes.

Sub-recipients may calculate program income using either of the following methods:

- **Net Income Method**: Subtract the allowable costs directly associated with generating the program income (e.g., staff time or material costs) from the total income received. The remainder is counted as program income.

- **Gross Income Method**: Count the entire amount of income earned and charge related costs separately to the grant. This approach requires recording both the full income and related expenditure in the accounting system.

Once the amount of program income is determined, boards may track spending in one of two ways:

- **Separate Accounting Method**: Track and spend the program income in a separate account, as if it were its own subaward. Expenditures from program income must be clearly identifiable and separate from the original grant funds.

- **Transfer of Expenditures Method**: Initially charge allowable costs to the regular grant. Later, transfer a portion of those costs to the program income account to reflect that the income was used instead of federal funds. This reduces the grant charges by the amount covered by the program income.

Whichever method is used, it must be applied consistently, documented clearly, and reported accurately in financial records and on the 9130 reports.

If exact balances by stream are difficult to track due to pooled timing, boards should develop a consistent and reasonable method (e.g., based on drawdown records or monthly average percentages) and document that methodology.

Allocation Examples:
If a board's $100,000 account is composed of:
- $40,000 Adult (40%)
- $30,000 Dislocated Worker (30%)
- $20,000 Youth (20%)
- $10,000 Admin (10%)

And earns $200 in interest, the allocation would be:
- $80 to Adult
- $60 to DW
- $40 to Youth
- $20 to Admin

Example of Allocation: Shared Bank Account Scenario
Suppose a shared bank account has $400,000 total held on behalf of four boards, each with $100,000, and the account earns $800 in interest.

Step 1: Split Interest by Board
Each board receives 25% of the total interest:
- $800 x 25% = $200 interest per board

Step 2: Allocate Interest Within Each Board

Assume one board's $100,000 is made up of the following funding streams:

- $40,000 Adult (40%)
- $30,000 Dislocated Worker (30%)
- $20,000 Youth (20%)
- $10,000 Admin (10%)

Apply those percentages to the $200 interest:

- $80 to Adult (40%)
- $60 to DW (30%)
- $40 to Youth (20%)
- $20 to Admin (10%)

Each board needs to figure out what portion of their $100,000 came from each funding stream, like Adult, Youth, or Dislocated Worker. Then, they split their share of the interest (e.g., $200) using those same percentages. This way, the interest gets reported correctly for each funding stream on the 9130 form.

Cash-on-Hand Requirements

Sub-recipients must manage cash flow in accordance with 2 CFR §200.305, ensuring that federal funds are drawn only when needed and spent promptly. Excess cash-on-hand is not permitted. Before requesting additional funds, all previously drawn cash, including program income, must be fully spent. Drawdown requests submitted with unliquidated cash balances may be delayed or denied.

Program income must be:

1. Spent before new drawdowns
2. Reported in Monthly Accrued Expenditure Reports
3. Tracked with clear records showing drawdowns, expenditures, and allocation to specific activities or cost objectives

Sub-recipients are responsible for monitoring balances and maintaining documentation to support all cash and program income activity.

MONTHLY AND QUARTERLY REPORTING REQUIREMENTS

Monthly Accrued Expenditure Reports

Sub-recipients are required to submit Monthly Accrued Expenditure Reports through the State grant management system. These reports capture financial activity for the prior month and are used to support timely oversight, reconciliation, and accurate state-level reporting.

The State grant management system generates these reports based on entries made by the grantee. Therefore, it is critical that sub-recipients ensure data entered into the State grant management system is complete, accurate, and reflects actual financial activity for the reporting period.

Reporting Requirements:

- Reports must account for all financial activity that occurred during the reporting month, including obligations and expenditures, recorded under the appropriate funding streams and line items.
- Reports must be prepared in accordance with the federal Uniform Guidance (2 CFR 200.302 and 200.328), which requires financial data to be complete, accurate, and supported by records.
- Sub-recipients must ensure expenditures are properly categorized under the correct line items and funding streams (e.g., Adult, Dislocated Worker, Youth), with specific attention to accurate reporting of participant categories such as In-School Youth (ISY) and Out-of-School Youth (OSY).

Submission Deadline:

- Reports are due no later than the 15th of each month.
- Timely submission is required to maintain compliance with state and federal reporting timelines.

Compliance Expectations:

- Reports must reflect actual financial activity as of the reporting period; estimates, omissions, or deferred entries for efficiency purposes are not permitted.
- Budget modifications do not replace the need for accurate, complete monthly reporting.
- Sub-recipients must retain supporting documentation for all reported amounts and be prepared to provide these records upon request for monitoring or audit purposes.

Failure to submit accurate and timely reports may result in technical assistance, corrective action, or other compliance actions as determined by the State.

9130 Quarterly Reports

The ETA-9130 is the official financial reporting tool used by the U.S. Department of Labor for tracking grant expenditures under WIOA. These quarterly reports provide a complete accounting of obligations, expenditures, cash drawdowns, and fund transfers for each funding stream.

Accurate, timely, and fully completed 9130 reports are essential for maintaining transparency, supporting state and federal oversight, and ensuring continued access to WIOA funds.

OESC's Finance Department will issue a 9130 template to all sub-recipients to document the required related federal and state information. Sub-recipients are required to complete ALL sections of the state-issued 9130 applicable to their funding streams.

Reporting Process
Sub-recipients must submit quarterly state-issued 9130 financial reports to the State through WorkforceServices.Inquiry@oesc.ok.gov.

The State reviews local submissions, consolidates the data, and submits the official 9130 report to the U.S. DOL via the federal Payment Management System.

Reporting Deadlines
- **Local Submission Deadline:** No later than 30 calendar days after the end of each quarter.
- **State Submission Deadline:** The State will review and submit the consolidated report to DOL within 45 calendar days after the end of the quarter.

Timely submission from sub-recipients is critical to meet federal deadlines.

Accuracy and Compliance
- Sub-recipients are responsible for the accuracy of their financial reports. While adjustments may happen in future quarters, intentional underreporting or holding data until the end of the year is not acceptable. The State relies on accurate quarterly data for consolidated federal reporting, monitoring, and oversight.
- Reports must be reconciled with local accounting records. Point-in-time documentation used to complete the 9130 must be retained by the sub-recipient and available to the State if requested.
- Inaccurate or late reporting may result in technical assistance or corrective action.

PROCUREMENT AND CONTRACTING STANDARDS

STATE PROCUREMENT AND CONTRACTING

The requirements for contract procurement by grantees, sub-grantees, and non-Federal entities (including State sub-recipients) are outlined in Federal Register Vol. 78 No. 248, specifically 2 CFR §200.318 through 200.326. These provisions mandate that non-Federal entities must use their own documented procurement procedures that comply with applicable State and local laws and regulations, while ensuring conformity with Federal law and the standards set forth in the referenced sections.

Each sub-recipient of funds shall maintain a written procurement policy, which contains and adequately addresses the elements contained herein. Each sub-recipient shall maintain a written code of conduct that governs the performance of its Local Workforce Development Board members, councils and committees, employees, or agents engaged in the award and administration of contracts.

Written Code of Conduct
Each code shall address:

1. **Conflicts of Interest**
   Each sub-recipient's Code of Conduct must clearly address conflicts of interest to maintain ethical and unbiased procurement practices. This includes:
   Staff Conflicts of Interest
   Officers, employees, or agents of the agency responsible for awarding contracts must maintain ethical standards by avoiding any conflicts of interest. The following guidelines apply:
   a. **Prohibited Actions:**
      i. Officers, employees, or agents must not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, vendors or parties to sub-agreements.
   b. **Avoiding Conflicts of Interest:**
      i. Sub-recipients must ensure that no individual involved in decision-making engages in activities related to the selection, award, or administration of a contract if a conflict of interest, or even the appearance of one, could arise.
   c. **Circumstances Constituting a Conflict of Interest:** A conflict of interest occurs when a financial or other significant interest in, or the potential to receive a tangible benefit from, any individual, firm, or organization being considered for or participating in any procurement activity (regardless of the contract size or procurement method) is held by any of the following:
      i. An individual involved in the decision-making process,
      ii. An immediate family member of the individual,
      iii. The individual's partner, or
      iv. An organization that employs or plans to employ any of the individuals listed above.

   Conflicts of Interest on LWDBs, General Councils, or Committees
   Members of the Local Workforce Development Board and those on general councils or committees must avoid conflicts of interest when involved in matters that could result in direct financial benefits to themselves, their immediate family members, partners, or the organizations they represent. This includes conflicts related to service provision or other board decisions.
   a. **Declaration of Possible Conflicts:** Each Code of Conduct must clearly outline when members are required to declare potential conflicts of interest. At a minimum, members must declare a possible conflict in the following circumstances:
      i. When the member or an immediate family member is an employee or volunteer board member of a nonprofit organization submitting a bid.
      ii. When the member is voting on proposals, contracts, local plans, or other matters where a real, apparent, or perceived conflict of interest may exist.
   b. **Abstention from Voting:** The Code of Conduct must specify when members are required to abstain from voting to avoid conflicts of interest. The following rules

apply:

   i. Members must not vote on any matter involving the provision of services by themselves, their immediate family members, or the organizations they directly represent.
   ii. Members must abstain from voting on matters that would provide a direct financial benefit to themselves, their immediate family members, or their organizations.
   iii. Members must not vote on matters involving service providers or organizations in direct competition with a proposal or bid that would provide a financial benefit to the members.

c. **Abstention from Participation:** The Code of Conduct must address circumstances where members, employees, officers, and agents must refrain from participating in procurement processes to avoid conflicts of interest. This includes, but is not limited to:
   i. Making decisions about contracts involving the organization they represent or from which they or their immediate family members receive direct financial benefit.
   ii. Engaging in activities such as discussing, lobbying, rating, scoring, recommending, explaining, or assisting in the design or approval of the procurement process.
   iii. Participating in negotiations of contracts on behalf of the organization they represent.

d. **Documentation of Recusals and Abstentions:** All recusals and abstentions made under this section must be publicly stated during the meeting and recorded in the official meeting minutes. Members who abstain shall not be counted toward quorum for that particular vote, and the remaining quorum requirements shall be recalculated in accordance with the LWDB bylaws.

e. **Alternative Quorum Procedures:** The Code of Conduct shall include policies and procedures that establish alternative means of achieving a quorum if recusals or abstentions due to conflicts of interest result in the loss of a standing quorum.
   i. Such procedures shall reference the LWDB’s bylaws and may include, as appropriate, deferral of the matter to a subsequent meeting, referral to a conflict-free standing committee for recommendation, or review and resolution by the chief elected official(s).
   ii. These alternative quorum procedures are intended to ensure the continued functionality of the Board while maintaining full compliance with WIOA Section 107(e), TEGL 15-16, and applicable state open meeting laws.

2. **Sanctions**
   Each Code of Conduct must include penalties, sanctions, or disciplinary actions for violations of procurement standards. The Code must also outline procedures for identifying violations and resolving grievances from the affected parties.
3. **Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Primary Vendors and Service Providers

- All Sub-recipients must verify the vendor's status on SAM.gov (System for Award Management) and retain documentation of this verification in the procurement file.
- Any vendor or service provider submitting a proposal for a contract valued at $25,000 or more must provide a Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for both it and its principals.
- This certificate must be submitted at the time of proposal submission for any covered transactions under federal funding regulations.

Subcontractors and lower-tier transactions

- Any sub-recipient that enters into a subcontract (lower tier covered transaction) must require its subcontractors to provide the same debarment certification as part of their proposal submission.
- This ensures that all entities handling federal funds, at any level, comply with debarment and suspension regulations.

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

Conflicts of Interest Acknowledgement Requirement

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

Minimum Form Requirements:

1. **Mandatory Disclosure:**
   All individuals must fully disclose any real, apparent, or potential conflicts of interest.
2. **Frequency of Submission:**
   The form must be completed:
   - Annually, at the start of each calendar or fiscal year.
   - Upon appointment, hiring, or assignment to a covered role.
   - Within 30 days of any change in circumstances that may result in a new conflict of interest.
3. **Scope of Applicability:**
   This requirement applies to:
   - All officers, employees, and agents involved in procurement or contract

administration.
- All members of the LWDB and its subcommittees.
- Any individual involved in decision-making that could affect contracting or funding decisions.

4. **Documentation and Retention:**
   All completed Conflict of Interest Acknowledgement Forms must be retained and readily accessible. These forms must be made available upon request for monitoring, auditing, or compliance review purposes.

Competition

To ensure fairness, transparency, and compliance with federal regulations, each sub-recipient's procurement procedures must promote free and open competition.

Practices That Restrict Free and Open Competition

The following are prohibited practices that unfairly restrict competition. This list is not exhaustive:

1. **Unreasonable Requirements for Firms or Organizations:**
   - Placing excessive or unnecessary demands on vendors to qualify for contracts.
   - **Example:** Requiring a vendor to have a local office when it is not essential for service delivery.
   - **Impact:** This excludes qualified vendors who may be capable of performing the work without meeting arbitrary requirements.
2. **Unnecessary Experience or Excessive Bonding:**
   - Mandating vendors to meet experience or bonding requirements beyond what is necessary for the scope of work.
   - **Example:** Requiring five years of experience when the work can be performed effectively by vendors with less experience.
   - **Impact:** This limits the pool of potential bidders and may increase costs unnecessarily.
3. **Noncompetitive Pricing Practices Between Firms or Organizations:**
   - Allowing or encouraging agreements between competing vendors to fix prices, eliminate competition, or create artificial cost structures.
   - **Example:** Two vendors agree to inflate their bids to ensure one wins while the other receives a subcontract.
   - **Impact:** This undermines the integrity of the procurement process and results in higher costs.
4. **Noncompetitive Awards for Consultants on Retainer Contracts:**
   - Awarding contracts to consultants who are on retainer without a competitive process.
   - **Example:** Hiring a consultant already under contract without soliciting competitive bids for the work.
   - **Impact:** This eliminates opportunities for other qualified consultants and may result in higher costs or conflicts of interest.

5. **Organizational Conflicts of Interest:**
    - Allowing vendors or consultants to participate in procurement processes where their involvement creates a conflict of interest.
    - **Example:** A vendor helping design the scope of work for a contract they later bid on.
    - **Impact:** This undermines fairness and gives the vendor an unfair advantage.
6. **Specifying Only a "Brand Name" Product Without Allowing Alternatives:**
    - Requiring a specific brand or product without offering the option to provide equivalent alternatives.
    - **Example:** Requiring the purchase of a particular computer brand instead of specifying technical requirements that can be met by other brands.
    - **Impact:** This excludes vendors offering equivalent products and may result in higher costs.
7. **Overly Restrictive Specifications:**
    - Creating requirements that are so specific they unnecessarily limit the number of eligible vendors.
    - **Example:** Specifying a product or service with features irrelevant to the procurement's purpose.
    - **Impact:** This discourages competition and may prevent innovative or cost-effective solutions.
8. **Arbitrary Actions in the Procurement Process:**
    - Taking actions that lack consistency or transparency, leading to perceptions of favoritism or unfairness.
    - **Example:** Changing evaluation criteria after bids have been submitted or selecting a vendor without justifiable reasons.
    - **Impact:** This compromises the integrity of the procurement process and could lead to disputes or audit findings.

Solicitation

The written procurement policy of each sub-recipient must clearly outline how solicitations are managed to ensure compliance with federal and state requirements while promoting transparency, competition, and fairness. Below are the detailed requirements and clarifications for implementing and managing solicitations effectively:

1. **Dissemination of Requests for Proposals (RFPs):** RFPs must be distributed to an adequate number of qualified sources to ensure open competition. This can be achieved by:
    - Using bidder source lists to identify qualified providers.
    - Advertising in multiple media or online platforms (e.g. national associations, bulletin boards, social media, etc.) and or newspapers to reach sub-recipients. In addition to local advertisements, selected platforms for RFP distribution should also have a national reach.
2. **Inclusion of a Statement of Work and Specifications**: Each RFP must include a

Statement of Work that:

- Describes the required outcomes.
- Provides the timeframe for measurement.
- Specifies the documentation needed to verify outcomes.
- If the proposal becomes part of the contract, this must be clearly stated in the RFP.

When procuring service providers, sub-recipients must ensure that purchased services align with their local service delivery design and the goals outlined in their Local Plan. To support transparency and competition, Request for Proposals should include the following elements that ensure bidders fully understand program requirements and objectives:

- A description of the local service delivery design.
- A customer flow chart outlining participant services and processes.
- An organizational chart for all service delivery locations, including the functional unit or position related to the proposal.
- Relevant operational policies and procedures.
- A list of products and services within the workforce development system.

3. **Submission Deadline:** RFPs must specify the deadline date and time for submission. All proposals must be time-stamped when the original proposal was received.
4. **Line-Item Budget:** RFPs must require bidders to submit a detailed line-item budget, showing cost breakdowns for each service or activity.
5. **Boilerplate Terms and Assurances:** Each RFP must include the terms, conditions, and assurances that will be incorporated into the resulting contract.
6. **Required Certifications:** RFPs must require the following certifications:
    - **Certificate Regarding Debarment**: To ensure the bidder is not excluded from federal contracts.
    - **Certification Regarding Lobbying**: To comply with restrictions on the use of federal funds for lobbying.
    - **Cost Data Certification**: A certification stating that, to the best of the bidder's knowledge and belief, the cost data provided is accurate, complete, and up to date at the time of the price agreement.
    - **Contract Renewal and Extension Limitations**: Clear language on the allowable terms for contract renewals or extensions.
7. **Description of the Solicitation Process:** RFPs must describe the overall solicitation process, including:
    - How awards will be determined.
    - Provisions for protests or appeals of the final award decision.
8. **Transition Planning:** RFPs must include a requirement that services to current clients remain uninterrupted when transitioning from one service provider to another. Bidders must account for additional costs associated with serving existing participants when submitting their proposals.
9. **Evaluation and Rating Factors:** Each RFP must identify significant evaluation or rating factors, including:

    - The relative importance of each factor.
    - Minimum thresholds that, if not met, result in disqualification.
10. **Negotiations:** Sub-recipients may negotiate with any bidder whose proposal is responsive and advantageous to the program. Unsuccessful bidders must be notified in writing within a reasonable timeframe.
11. **Awarding Contracts:** Contracts must be awarded to the most responsive and qualified bidder(s) whose proposal is advantageous to the program and meets all evaluation criteria.

Bidders' Lists

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

To comply with federal regulations and ensure consistency across the workforce system, sub-recipients must meet the following requirements:

Vendor Eligibility and Inclusion Criteria:
Vendors must meet applicable qualifications for the service or good being procured (e.g., licensing, experience, insurance). Vendors must not be debarred or suspended and must be verified against SAM.gov. Inclusion must not be restricted by arbitrary or discriminatory criteria.

Updating the List:
The bidders' list must be reviewed and updated at least once per year.
Updates must include:

- Re-verifying vendor contacts information and eligibility
- Removing vendors that are inactive, unresponsive, or no longer meet requirements
- Adding vendors who express interest or respond to outreach efforts during the year

Open Access and Opportunity:
Vendors must be allowed to qualify and be added to the list at any point, including during open solicitations. No list may be "closed" to new entries during a procurement process.

Evaluation Standards:
When building or revising a list, sub-recipients should consider objective criteria, including price, cost, and value, to support future competition. Sub-recipients may also consider job creation, training commitments, or labor standards if doing so aligns with local procedures and federal requirements.

Recordkeeping Requirements:
Sub-recipients must retain the following documentation:

- A current copy of the bidders' list, including vendor names and services offered.

- Dates and outcomes of list reviews or updates
- Documentation of outreach efforts and responses
- Records of vendor inquiries or applications to join the list
- Verification of SAM.gov checks or other eligibility screening

Dispute Resolution

Each sub-recipient must establish protest procedures to handle and resolve procurement-related disputes. These procedures must be included in all RFPs and communicated to bidders.

- All bidders must be notified in writing of the award decision.
- Unsuccessful bidders must be informed in writing of their right to protest the decision.
- Protest procedures must outline the process for filing, investigating, and resolving grievances, including conducting hearings when necessary.

All grievance and dispute resolution processes must comply with the governing Federal Act and applicable regulations for the program.

Procurement and Contracting Activities

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

Reasonableness of Cost

Definition and Requirement:

For every procurement action, including contract modifications (unless determined to have no monetary impact) exceeding the Simplified Acquisition Threshold, sub-recipients must document the reasonableness of cost. This ensures that all expenditures are fair, justifiable, and align with procurement regulations, including 2 CFR §200.404 (Reasonable Costs).

Methods for Documenting Cost Reasonableness:

The following methods are acceptable for demonstrating cost reasonableness:

1. Price Analysis:
    - A high-level comparison of total prices using market data, competitive quotes, or historical pricing to determine if the overall cost is reasonable.
2. Cost Analysis:
    - A detailed review of individual cost elements (e.g., labor, materials, overhead) in a proposal to evaluate their reasonableness and alignment with allowable costs.

Independent Estimates:

Before receiving bids or proposals, the awarding agency must develop independent cost estimates as a benchmark for evaluating the reasonableness of submitted prices or costs. These estimates provide a critical comparison point during the analysis process.

Price Analysis

Definition and Purpose:
Price analysis is the process of evaluating the total price of a proposal without examining the specific cost elements or profit margins of the offeror. Its purpose is to determine if the proposed price is reasonable and competitive.

Techniques for Price Analysis:
When conducting a price analysis, sub-recipients must use one or more of the following methods to determine whether the proposed price is fair and reasonable:

1. **Comparison with Independent Estimates:** Evaluate proposed prices against cost estimates independently developed by the sub-recipient.
2. **Competitive Quotations:** Compare proposed prices received from multiple vendors during the competitive bidding process.
3. **Historical Comparison:** Compare current quotations to previous contracts or bids for the same or similar goods/services.
4. **Use Benchmarks:** Analyze pricing using benchmarks like cost per placement, price per instruction hour, or price per participant-training hour.
5. **Market Price Comparison:** Evaluate proposed prices against published price lists, catalog prices, market rates, or discount schedules.

Lease vs. Purchase Analysis:
For procurement involving leasing or purchasing, an analysis must be performed to determine which option is more economical and practical over the long term.

Cost Analysis

Definition and Purpose:
Cost analysis is a detailed examination of the individual cost elements in a contractor's proposal to determine if the costs are reasonable, allocable, and allowable. This process evaluates the basis for pricing a contract, especially when competition is limited or absent.

When to Use:
Cost analysis is required in the following situations:

1. When the offeror must submit cost details (e.g., cost breakdowns).
2. When there is no adequate price competition.
3. For sole source procurements.
4. For contract modifications, unless the changes do not have a monetary impact.

Exceptions:
A cost analysis may not be necessary if price reasonableness can be established based on:

- Catalog or market prices for commercial products sold widely to the general public.
- Prices set by law or regulation.

Elements of Cost Analysis:
Cost analysis involves evaluating:

1. Supporting Data:
    - Examine all data submitted by the offeror to justify the costs.
2. Cost Elements:
    - Review individual cost elements such as labor, materials, overhead, and profit.
3. Projection Factors:
    - Analyze the factors used by the offeror to project costs and estimate the total cost for completing the work.

Profit or Program Income

If profit or program income is included in the price of a contract, the awarding agency must negotiate it as a separate element of the total price. This applies to contracts where there is no price competition and, in all cases, requiring cost analysis. The use of a cost-plus-percentage-of-cost method for contracting is prohibited.

When determining a fair and reasonable amount for profit or program income, negotiations must be documented. Documentation must include dated signatures from the Board Director, the Board Chair, and the Chief Local Elected Official (CLEO) to demonstrate agreement with the outcome of negotiations. The following factors must be considered and documented:

- **Complexity of Work:** The level of difficulty and expertise required to complete the contracted services.
- **Risk:** The financial or operational risks the contractor assumes in fulfilling the contract.
- **Contractor's Investment:** The resources, time, and capital the contractor has invested in the project.
- **Subcontracting:** The extent to which the contractor relies on subcontractors to complete the work.
- **Past Performance:** The contractor's history of successfully delivering similar projects on time and within budget.
- **Industry Profit Rates:** The standard profit margins for similar services in the surrounding geographical area.
- **Market Conditions:** The current economic and competitive environment in the surrounding geographical area.
- **Criteria for Profit:** Aligning profit metrics with state goals and initiatives (ex: increased employment placements, increased registered apprenticeships, and placement and registered apprenticeships in targeted industries, etc.).

Methods of Procurement and Documentation Requirements

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

Clarification on Aggregate:

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

Micro-Purchases (<$10,000)

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

Clarification on Aggregate for Micro-Purchases:

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

Micro-Purchases Documentation Requirements

Even for micro-purchases, sub-recipients must follow internal controls to ensure proper use of funds and price reasonableness. The procurement files for micro-purchases should include the following:

1. **Documented Policy and Procedures on Micro-Purchases:** Sub-recipients must have documented procedures within their own fiscal policy that outline the use and documentation of micro-purchases.
2. **Proof of Purchase:** Receipts, invoices, or purchase confirmations that clearly identify the item or service, vendor, and purchase date.

Small Purchases

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

- **Quotation Requirements:**
    - Purchases greater than or equal to $10,000 and less than $25,000 must solicit at least three (3) quotes.
    - Purchases greater than or equal to $25,000 and less than $50,000 must solicit at least ten (10) quotes.
- **Additional Requirements:**
    - Written agreements must be executed for procurement actions equal to or exceeding $10,000, specifying cost, delivery terms, and payment conditions. All written agreements, purchase orders, and/or contracts must adhere to the requirements in the contract standards section of this policy.
    - Sub-recipients must ensure purchases are not split into smaller transactions to circumvent the threshold.

Documentation Example: A sub-recipient purchasing equipment for $35,000 must solicit quotes from at least ten vendors and maintain records of quotes and the selection process.

Small Purchase Procurement Documentation

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

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

Competitive Procurement

When the total cost of goods or services is equal to or exceeds $50,000, sub-recipients must use formal, competitive procurement methods. These include Requests for Quotes or Requests for Proposals depending on the procurement type.

Requests for Quotes

For fixed-price contracts (the selection is made principally on the bases of price), the non-federal entity may issue a Request for Quotes to solicit sealed bids. When using Requests for Quotes, the following requirements must be adhered to for transparency and fairness:

1. **Solicitation of Bids:**
    - Bids must be solicited from three or more, willing and able qualified sources.
    - Adequate response time must be provided before the deadline for bid submission.
    - The invitation for bids must be publicly advertised to ensure wide access and

visibility.

2. **Content of Invitation for Bids:**
    - The invitation for bids must include detailed specifications and relevant attachments.
    - These details should clearly define the items or services being procured to enable bidders to submit appropriate and accurate responses.
3. **Bid Opening:**
    - All bids must be opened at the specified time and place indicated in the invitation for bids.
    - The bid opening process must be conducted publicly to maintain transparency.
4. **Evaluation of Bids and Cost/Price Analysis**
    - A cost or price analysis must be completed for all the bids received.
    - The analysis must document:
        - Price comparisons and any applicable discounts, transportation costs, and life cycle costs, as specified in the bid document.
        - The rationale for rejecting or accepting each bid, including why non-selected bids did not meet requirements.
5. **Award of Contract:**
    - A firm fixed-price contract will be awarded in writing to the lowest responsive and responsible bidder.
    - When specified in the bidding documents, additional factors such as discounts, transportation costs, and life cycle costs must be considered in determining the lowest bid.
    - Payment discounts will only influence the determination of the lowest bid if historical experience shows these discounts are typically utilized.

Requests for Proposals

For contracts based on cost-reimbursement proposals, the non-Federal entity must issue a Request for Proposals and solicit sealed proposals. When using RFPs, the following requirements must be met:

1. **Publicizing and Evaluation Factors:**
    - RFPs must be publicly advertised and include all evaluation factors and their relative importance.
    - Proposals must be solicited from a sufficient number of qualified respondents.
    - All responses to the RFP must be considered.
2. **Evaluation and Selection Process:**
    - Evaluations must include an evaluation of sub-recipient risk as outlined in the monitoring policy.
    - The non-Federal entity must have a documented method for conducting technical evaluations of received proposals.
    - Selections must be based on these evaluations to ensure a fair and objective process.

      Example: An RFP for workforce development programs evaluates proposals on technical approach (50%), past performance (30%), and cost (20%).

3. **Awarding Contracts:**
   - Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity.
   - Consideration must be given to both price and other relevant factors.
4. **Qualifications-Based Procurement for Architectural/Engineering (A/E) Services:**
   - The non-Federal entity may use competitive proposal procedures for procuring A/E professional services by evaluating qualifications and selecting the most qualified offeror.
   - Fair and reasonable compensation is then negotiated with the selected offeror.
   - This method, which does not use price as a selection factor, is restricted to A/E professional services and cannot be used for other types of services, even if A/E firms are potential providers.

Technical Evaluation Methodology

Each sub-recipient must have written procurement policies that include a methodology for technical evaluation. The evaluation process must ensure awards are offered to bidders whose proposals are most advantageous to the program with price, technical, and other factors considered.

This methodology must contain at a minimum:

1. **Evaluation planning** – The methodology must ensure each RFP includes a schedule or plan for the technical evaluation process. For example, a schedule should include dates and the length of the process, with deadlines.
2. **Evaluation approaches and procedures** – The methodology must ensure each RFP includes the evaluation factors and their relative weights, as well as the scoring system to be used. The factors used should be tailored for each procurement, but the price or cost to the awarding agency must always be a factor. Other factors which may be appropriate are:
   a. Financial Stability
   b. Quality of management systems and ability to meet management standards
   c. History of performance
   d. Reports and findings from audits performed
   e. Ability to effectively implement statutory, regulatory, and other requirements
   f. Findings and questioned costs from past monitoring reports
3. **Assignment of reviewers** – Staff or committees must be selected to conduct the technical evaluations. They should be supplied with the critical dates and deadlines, the RFP, the proposals, the evaluation factors, and scoring form. The reviewers should also be reminded of the conflict-of-interest policies of the recipient prior to the review.
4. **Conducting evaluations** – All timely proposals must be reviewed against the evaluation factors. There should be a process to exclude proposals that are rated unacceptable from further consideration. This process must be specified in the RFP.
5. **Approval and negotiation** – There must be a designation of who will make the selection

or approval of the recommended proposals for final negotiations, as well as who will conduct the negotiations.

6. **Awarding contracts** – Contracts successfully negotiated must be awarded and notification to unsuccessful bidders must be made in a reasonable amount of time.
7. **Documenting evaluation results** – A record must be made that can be used to respond to protests, grievances, or other actions attacking procurement decisions.

Competitive Procurement Documentation

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

1. **Solicitation Documentation:** Copies of bids or proposal solicitations issued, including:
    a. Justification for the procurement method used.
    b. Pre-procurement independent cost estimates.
    c. Cost reasonableness analysis (price analysis for RFQ/IFB or cost analysis for RFP)
    d. Evaluation factors.
    e. All terms, conditions, federal and technical requirements.
2. **Procurement Announcements:** Copies of advertisements and public notices announcing the procurement action, including where and when they were published.
3. **Bid or Proposal Submissions:** Copies of all bids or proposals received, along with the date and time of receipt clearly recorded.
4. **Negotiation Summaries**: Negotiation summaries must provide a clear, detailed account of all negotiations conducted with the vendor. Documentation should include time-stamped records or other verifiable evidence to support the negotiation process.
    a. A detailed summary of negotiations, including any changes made to:
    b. Curriculum.
    c. Pricing.
    d. Duration of services.
    e. Technical requirements (e.g., instructor qualifications).
    f. Outcomes and deliverables.
5. **Fair and Reasonable Profit or Program Income:** Documentation of the process and criteria used to establish profit or program income as fair and reasonable.
6. **Evaluation Results**: A copy of the evaluation or scoring results, showing how bids or proposals were rated against the criteria outlined in the solicitation.
7. **Rejection Justifications:** Written justifications for rejecting any bids or proposals, including sound business reasons (e.g., failure to meet technical requirements, incomplete proposals, or unreasonably high costs).
8. **Original RFP or RFQ:** A copy of the original Request for Proposal or Request for Quotation, with the time and date of receipt recorded.
9. **Award:** A copy of the awarded solicitation and the winning Proposal or Request.

Noncompetitive (Sole Source) Procurement

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

1. **Single Source Availability:** The required item or service is available exclusively from one provider, with no viable alternatives.
2. **Aggregate Limitations:** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold, as outlined in 48 CFR Subpart 2.1, currently set at $10,000.
3. **Exigent Circumstances:** An emergency exists that does not allow sufficient time for a competitive solicitation process. Examples of emergencies include situations where immediate action is necessary to:
   - Provide for public needs or preserve property due to a public calamity.
   - Protect public health or safety.
   - Address unforeseen damage to public property.

   Prohibited Justification: Poor planning on the part of the sub-recipient does not qualify as an emergency. All efforts must be documented.
4. **Inadequate Competition:** After reasonable efforts to solicit bids from multiple sources, the competition is determined to be insufficient or non-existent.
5. **State Approval:** If you use the state approval method for noncompetitive procurement the request must be made in writing and provide justification.

Documentation Requirements for Noncompetitive (Sole Source) Procurement

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

1. **Justification for Noncompetitive Procurement**

   A written explanation specifying the condition that applies:
   a. Single source availability.
   b. Emergency situation.
   c. Inadequate competition.
   d. A description of the item or service being procured, why it is critical, and why alternatives are not feasible.
2. **Efforts to Ensure Competition**
   a. Single Source Verification: Provide evidence that no alternative vendors or solutions are available.
   b. Solicitation Attempts: Document all efforts to solicit bids, even if they did not result in adequate competition.
   c. Market Research: Summarize research efforts to confirm the lack of alternatives or competition.
3. **Emergency Procurement Documentation**

   If the procurement is based on an emergency, the documentation must include:
   a. Nature of the Emergency: A detailed explanation of the event, such as a natural disaster or sudden facility damage.
   b. Impact of Delay: An analysis of the potential harm or risk if immediate

procurement was not undertaken.
   c. Prohibited Justifications: Poor planning cannot justify an emergency procurement.

4. **Vendor Selection and Cost Analysis**
   Sub-recipients must document the rationale for selecting the vendor, including:
   a. Selection Criteria: Why the vendor is uniquely qualified (e.g., technical expertise, timeliness, or sole availability).
   b. Cost Analysis: Evidence demonstrates that the vendor's pricing is reasonable, such as comparisons to market rates or historical costs.
5. **Negotiation Summary**
   Documentation of negotiations, including any changes to:
   a. Curriculum or service content
   b. Pricing
   c. Duration of services
   d. Technical Requirements (e.g. instructor qualifications)
   e. Expected outcomes and deliverables
6. **Approval and Authorization**
   Internal Approvals:
   a. Document the internal approval process, including who authorized the sole source procurement and the justification.

   External Approvals (if applicable):
   b. Include any required approvals from oversight agencies, such as OESC.
   c. Board Authorization Records: Meeting minutes or resolutions from the LWDB authorizing noncompetitive procurements, particularly for board staff hires.
7. **Supporting Documentation**
   Sub-recipients must retain the following documents for each noncompetitive procurement:
   a. Noncompetitive justification summarizing the rationale for the procurement.
   b. Evidence of efforts to ensure competition or confirm single source availability.
   c. Vendor communications and technical specifications, if applicable.
   d. Documentation of emergency circumstances, if relevant.
   e. Cost analysis and negotiation records.
   f. Approval records and signed contracts.

One-Stop Operator Procurement Requirements

As part of the overall Procurement & Contracting Standards within this policy, Local Workforce Development Boards must follow specific procurement requirements when selecting a One-Stop Operator under WIOA. The following standards apply to ensure compliance with federal, state, and local regulations governing procurement activities.

Eligible Entities for One-Stop Operator Contracts

Entities eligible to serve as an OSO include:

- Government agencies (state/local governments, school districts, state workforce

agencies)
- Educational institutions (colleges, universities, career tech centers)
- Community-based and non-profit organizations
- Private for-profit entities
- Local Workforce Development Boards (only if they successfully compete and meet conflict-of-interest firewall requirements)

All selected entities must demonstrate effectiveness and have the financial and technical capacity to operate under WIOA.

Competitive Procurement Requirements for One-Stop Operators
Under WIOA Section 121(d), 20 CFR 678.600-678.635, and 2 CFR 200.318-200.326, LWDBs are required to competitively procure a One-Stop Operator at least once every four years. Noncompetitive procurement (outlined above) for One-Stop Operators is only allowed under exigent circumstances. Noncompetitive procurement for One-Stop Operators MUST have prior state approval.

Procurement Guidelines:
- **Written policies and procedures:** LWDBs must develop written policies and procedures outlining the competitive process for selecting One-Stop Operators. These must include a clear procurement timeline ensuring:
    - The competitive selection of One-Stop Operators occurs at least every four years.
    - A mid-cycle performance review is conducted at the two-year mark to assess effectiveness and determine if early procurement is necessary.
    - Procedures for handling procurement disputes, appeals, and protests.
    - Assurances that all costs associated with the One-Stop Operator procurement are reasonable, necessary, and allocable per 2 CFR part 200.
- **Methods of Procurement Competitions:** LWDBs must include either:
    - Sealed Bids (IFB – Invitation for Bid): Formal advertising method
    - Competitive Proposals (RFP – Request for Proposal): Used when multiple evaluation factors (e.g., experience, technical expertise, cost) are considered.
- **The procurement process must be open, fair, and competitive.**
    - No grandfathering of existing One-Stop Operators is permitted. This means that all One-Stop Operators must undergo a full competitive procurement process as required under WIOA regulations, and no entity can be automatically reappointed without a fair and open bidding process. This ensures transparency, equal opportunity, and adherence to federal guidelines.
    - LWDBs must follow their local procurement policies while ensuring compliance with federal and state procurement laws.
    - LWDBs must develop and publicly post a Request for Proposal or Invitation for Bid.

- The selection process must evaluate cost-effectiveness, technical ability, and past performance.

Roles and Responsibilities of the One-Stop Operator

At a minimum, the One-Stop Operator is responsible for:

- Coordinating service delivery among WIOA partners.
- Managing partner responsibilities as defined in Memoranda of Understanding (MOUs).
- Ensuring physical and programmatic accessibility of One-Stop Centers.
- Implementing local workforce development board policies.
- Reporting operational and performance accountability to the LWDB.

Prohibited Functions:

One-Stop Operators must **not**:

- Oversee themselves or manage their own selection process.
- Convene system stakeholders to develop the local plan.
- Select or terminate service providers.
- Negotiate local performance accountability measures.
- Develop or submit LWDB budgets.

If a One-Stop Operator is also serving in another role (e.g., as a service provider or fiscal agent), the LWDB must implement conflict-of-interest firewalls to ensure compliance.

Addressing Conflict of Interest

If the LWDB intends to submit a bid to be their own One-Stop Operator, the Chief Local Elected Official and/or Local Elected Officials must determine who will conduct the procurement process. Any CLEO or LEO who is a member of the LWDB must recuse themselves from determining who will oversee procurement.

To prevent conflicts of interest, an outside entity, state agency, Community Action Programs (CAPs) or Councils of Government (COGs) may be designated to manage the competitive process. Any agency selected must adhere to all federal, state, and local procurement laws.

Even if the LWDB does not intend to bid, all individuals with real or apparent conflict of interest must recuse themselves from the One-Stop Operator competition. This includes any individual with a financial or organizational interest in the entities applying for the contract. If recusals cause the LWDB to lose quorum, the selection process must be outsourced to an external entity or a state agency.

If an outside entity manages the procurement, it must be an independent organization with no affiliation or financial interest in the One-Stop Operator competition. This entity must submit a conflict-of-interest statement to verify neutrality. Payment for procurement coordination is an allowable WIOA cost.

Procurement Process for One-Stop Operators

The competitive procurement process must be conducted in an open and transparent manner and includes the following phases and steps:

The procurement process must follow the five phases outlined below:

1. Planning Phase

During this phase, the LWDB identifies its need to procure a One-Stop Operator(s) and prepares for the competition and selection. The planning phase includes:

- Identifying procurement needs, including performance expectations, budget, and contract duration.
- Conducting market research.
- Issuing Requests for Information (RFIs), if applicable.
- Identifying the appropriate procurement method (RFP or IFB).
- Developing requirements for the One-Stop Operator(s).
- Determining whether to procure one or multiple One-Stop Operators for different centers.
- Establishing factors for evaluation and scoring.
- Identifying panel members and signatory authority.
- Develop procurement solicitation (RFP or IFB).
- Define expected roles, budget, and performance measures.
- Establish a selection committee with no conflicts of interest.

2. Release and Evaluation Phase

During this phase, the LWDB executes the solicitation process and evaluates submitted bids. This phase includes:

- Publicizing the procurement solicitation for a reasonable amount of time to maximize competition.
- Ensuring solicitations are advertised and publicly posted beyond LWDB websites, including One-Stop partner sites and alternative platforms (state procurement portals, job boards, government bulletins, workforce system platforms).
- Hosting a bidder's conference to clarify requirements and ensure fair competition.
- Collecting and reviewing proposals based on predetermined evaluation criteria.
- Scoring or evaluating proposals in a documented, objective manner.
- Accept and review bids based on predetermined evaluation criteria.
- Score proposals using a transparent and documented rating process.
- Conduct bidder interviews and reference checks.

3. Negotiation and Selection Phase

After evaluating bids, the LWDB selects and negotiates with the One-Stop Operator(s). This phase includes:

- Negotiating performance levels and service expectations.
- Ensuring compliance with fair and reasonable profit guidelines (2 CFR 200.323(b)).
- Finalizing payment details and contract duration.
- Obtaining required approvals from the LWDB, Chief Local Elected Officials, and the Governor's Council if applicable.
- Making the official selection and executing the contract, MOU, or agreement.
- Award the contract to the most qualified and cost-effective bidder.
- Implement a clear separation of duties if the selected OSO holds multiple roles.

4. Implementation Phase
Once the contract is executed, the One-Stop Operator begins operations, and oversight is implemented. This phase includes:

- Conducting regular oversight and monitoring to ensure contractual, financial, and performance compliance.
- Maintaining firewalls if the LWDB holds multiple roles.
- Processing invoices and payments in accordance with fiscal requirements.
- Reviewing OSO performance annually and conducting mid-cycle evaluations (every two years) to inform re-procurement decisions.
- Evaluating and approving contract or MOU modifications as needed.
- Taking corrective action when performance deficiencies are identified.

5. Closeout Phase
At the end of the contract period, the LWDB finalizes all administrative and financial closeout processes. This phase includes:

- Reconciling costs and payments.
- Evaluating whether performance goals were met.
- Ensuring participant and financial records are properly secured and retained per federal guidelines.
- Preparing and submitting all required closeout documents.

One-Stop Operator Agreement Requirements
All contracts, agreements, or MOUs between the One-Stop Operator and the LWDB must include at a minimum, the following elements:

- Statement of Work (SOW):
  - Defines the period of performance (start and end dates) of the contract
  - Specifies the service to be performed, including measurable performance goals.
- Authorized Officials and Purpose
  - Identifies authorized signatories from the LWDB and the One-Stop Operator.
  - Requires signatures from the offeror/bidder, Local WDB, and CLEOs, ensuring the contract is legally binding.
- Additional Contractual Terms and Conditions:
  - Includes standard terms required by Federal, State, and Local area regulations.

- Identifies the One-Stop Operator as sub-recipients of Federal Funds.
- Ensures compliance with Uniform Guidance at 2 CFR Part 200, including contractual provisions in 2 CFR 200.326 and 2 CFR Part 2900.

Sunshine Provisions, Record Keeping and Transparency Requirements for OSO Procurement
To ensure integrity, fairness, and public confidence in the One-Stop Operator procurement process, all activities must be conducted with full transparency from planning through closeout. Local Workforce Development Boards must comply with the Workforce Innovation and Opportunity Act Section 107(e) ("Sunshine Provision") and TEGL 15-16 requirements, providing reasonable public access to procurement information, records, and decisions.

A. Public Access and Disclosure
LWDBs must make key procurement documents publicly accessible through electronic means (e.g., a public-facing, partner-agency, or fiscal-agent website, or another open and accessible public platform) and/or open public meetings. A clearly labeled procurement or public disclosure section on the board website is strongly encouraged.

A defined public comment period (e.g., 30 calendar days) shall be established during the procurement process, with specified start and end dates and a monitored electronic submission method for receiving public input.

At a minimum, the following materials must be publicly accessible for the duration of the active procurement period:

- The LWDB's conflict-of-interest and procurement policies (including specific procedures governing OSO procurements).
- The OSO solicitation (e.g., RFP or RFQ).
- A list of all entities that submitted bids or proposals.
- A brief abstract or summary of bids or proposals received (with proprietary or confidential information redacted).
- The identity of the selected OSO, total award amount, and contract duration.

LWDBs must post procurement information regularly and respond promptly to reasonable requests for information submitted electronically or in writing.

B. Documentation and Recordkeeping
LWDBs must maintain sufficient documentation demonstrating compliance with transparency and posting requirements. Acceptable documentation includes:

- Archived copies or screenshots of publicly posted materials.
- Verification of postings or meeting minutes referencing public notice.
- Other credible evidence confirming public accessibility.

Procurement files must also include:

- Bid solicitations and evaluation materials.
- Conflict-of-interest declarations and recusals.
- Selection justifications and executed contracts.
- Documentation of public notice and final selection.

C. Retention and Historical Access
All procurement records must be retained in accordance with federal and state record-retention requirements (minimum three years). LWDBs are encouraged to maintain accessible archives of prior OSO procurements to support transparency, audits, and monitoring reviews.

These provisions promote open governance, fair competition, and accountability, ensuring that the OSO selection process withstands both public and federal scrutiny.

Hiring Board Staff
When hiring Board staff without following a competitive procurement process, sub-recipients must implement the following procedures:

1. Advertise the position and the required qualifications publicly.
2. Conduct interviews with all qualified applicants.
3. Use a documented system for rating and selecting the most qualified individual(s).

Regardless of hiring through a competitive process or the process outlined above all board staff, contractors, and providers must have pre-employment background checks, see WSOM 01-2025 for mandatory compliance.

Board Staff Employment
Board staff do not have to be employees of the Fiscal Agent or Local Workforce Development Board. In cases where staff are not employed directly by these entities, an arrangement must be made to designate an employer of record.

Employer of Record responsibilities at a minimum include:
- Payroll processing: Managing wages, benefits, and tax withholdings in compliance with labor laws.
- Human Resource Administration: Handling hiring, onboarding, performance evaluations, and disciplinary actions.
- Legal and Regulatory Compliance: Ensuring adherence to employments laws, workplace program regulations, and organizational policies.

Employer of Record Arrangements may include:
- A Partner Organization: A local government entity, educational institution, nonprofit, or workforce development partner.
- A Staffing Agency: A third-party agency

- A Service Agreement with a Host Entity: Staff could be officially employed by a host entity such as a county or city government, while performing duties for the LWDB.

Regardless of the arrangement the LWDB must establish a written agreement outlining the employer's responsibilities and ensuring compliance with all applicable laws and workforce program requirements.

Professional and Consultant Services

The cost of professional and consultant services rendered by individuals or organizations with specialized skills or professional expertise is allowable when:

- Services are charged in accordance with the entity's OMB Cost Principles Circular.
- Proper documentation and justification are provided, including evidence that these services were necessary and could not be procured competitively.

Selection of Service Providers

Youth Service Providers:

All youth service providers must be selected by a competitive process as outlined in this policy; the exception to this would be if the Grant Recipient/Fiscal Agent elects to provide the Summer Employment opportunities element of the local youth program, service for intake, objective assessment, and the development of individual service strategy.

Adult and Dislocated Worker Service Providers:

The WIOA Regulations state a LWDB (this includes Board Staff) may not directly provide career or training services or be designated or certified as a One-Stop operator, unless agreed to by the Chief Elected Official and the State. The State of Oklahoma requires all Adult and Dislocated Worker Service Providers of career and training services to be selected by a competitive process as outlined in this policy. This means before the Grant Recipient/Fiscal Agent can be a service provider of career and training services for the Adult and Dislocated Worker programs they must also compete in a competitive process.

An Adult and Dislocated Worker Service Provider/Sub-recipient cannot be selected based solely on demonstrated experience to meet or exceed the Federal WIOA Performance Measures. Local factors or outcomes must be developed and included in the evaluation criteria.

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

Consumer Choice Expectations and Eligible Training Provider Lists (ETPL)

Consumer Choice Requirements

Training services must maximize informed consumer choice by providing participants with access to the State and Local ETPLs. The LWDB and one-stop centers must ensure participants understand their options and select training providers that align with their IEPs.

Eligible training providers include:

- Post-secondary education institutions.
- Registered Apprenticeship (RA) programs.
- Other public or private providers of training, which may include joint labor-management organizations and eligible providers of adult education and literacy activities under Title II if such activities are provided in combination with occupational skills training (Category 3 training provider in the State plan).
- Local Boards if they meet the conditions of WIOA sec. 107(g)(1).
- Community Based Organizations or private organizations of demonstrated effectiveness that provide training under contract with the Local Board.

The LWDB must follow the most recent State ETPL policy found at Oklahoma Works WIOA Policies when developing their policies and local operating procedures concerning the cost of training and training-related expenses that reflect prudent fiscal management and results in outstanding customer satisfaction. Every effort should be made to honor the commitments made to participants, but participants must also understand they assume the responsibility of obtaining their planned goal and objectives.

Individual Training Accounts (ITAs)

Individual Training Accounts are the primary mechanism for procuring training services under WIOA Title I for Adults and Dislocated Workers. ITA empowers participants to select training services that align with their Individual Employment Plans (IEPs) while promoting informed consumer choice.

Requirements for ITA Payments

Payments through ITAs must comply with WIOA Sec. 134(c)(3)(G)(i) and 20 CFR 680.410. Specific requirements include:

- **Eligible Training Providers:**
  Payments must be made exclusively to providers listed on the State or Local Eligible Training Provider List.
- **Payment Methods:**
  ITA payments may be issued through:
  - Electronic transfers via financial institutions.
  - Vouchers.
  - Other appropriate methods approved by the LWDB.
- **Incremental Payments:**
  Payments may be made incrementally, with portions of the cost paid at various stages of the training program, as allowed by 20 CFR 680.300.
  Example: A participant enrolled in a semester-based program may have tuition paid at the start of each semester, contingent upon progress and attendance.

Individual Training Vouchers (ITVs)

Purpose and Authorization:
The Individual Training Voucher authorizes an approved, eligible training provider to deliver training and services to students. The voucher covers only the costs listed at the current published rates, which must align with the standard costs charged to all students by the training provider.

Liability and Documentation:

- The issuing entity is not liable for any charges made by a student unless those charges are explicitly listed on the original voucher, which must be signed by both the participant and the WIOA Service Provider.
- Payment will only be processed upon submission of proper invoices.

Attendance and Refund Policies:
The issuing entity will adhere to the attendance and refund policies specified in the training provider's official catalog or brochure.

Use of ITAs for Youth

Under 20 CFR 681.550, ITAs may be used to provide training services for youth participants ages 16-24. This approach allows youth participants to select training programs and providers directly from the ETPL in alignment with their goals. When training services for youth are not delivered through ITAs, they must be competitively procured.

Pass Through Funding Exception

The procurement requirements do not apply when funds are passed through from one unit of state or local government to another, such as a local educational agency or public housing authority provided the transaction qualifies as a subaward rather than a procurement. To qualify as a pass through, the receiving entity must further subaward the funds to another eligible entity or use the funds to carry out a portion of a federal program as a sub-recipient, not merely obtain goods and services for the benefit of the pass-through entity.

Contract Methods and Requirements

Circumstances for Using Contracts Instead of ITAs

While ITAs are the preferred method for training services, contracts may be used as an alternative under specific circumstances outlined in WIOA Sec. 134(c)(3)(G)(ii), 20 CFR 680.320, and 20 CFR 680.340, provided that consumer choice requirements are met. To support the use of contracts in place of ITAs, local boards are required to establish clear policies and procedures. These must outline the circumstances and criteria used to justify the decision. It is important to note that ITAs are not used for on-the-job training, customized training, incumbent worker training, or transitional jobs.

Contracts may replace ITAs when one or more of the following apply:

1. **Specialized Training Types**
    - The training services include:
        - On-the-job training.
        - Customized training.
        - Incumbent worker training.
        - Transitional employment.
2. **Insufficient Eligible Providers**
    - The LWDB determines there are an insufficient number of eligible training providers in the local area (e.g., in rural areas) to establish a viable ITA system. This determination process must include a public comment period for interested providers and be described in the Local Plan.
3. **Demonstrated Effectiveness for Barriers to Employment**
    - The LWDB determines that a training services program provided by a community-based organization or other private organization has demonstrated effectiveness in serving individuals with barriers to employment.
4. **Facilitating Training for Multiple Participants**
    - The LWDB determines it is appropriate to award a contract to a higher education institution or another eligible provider to facilitate training for multiple individuals in in-demand occupations or sectors.
    - Such contracts must not limit customer choice.
5. **Pay-for-Performance Contracts**

Customized Training Contracts

Eligibility and Purpose:

Customized Training contracts must meet at least one of the following criteria:

1. Introduction of new technologies.
2. Implementation of new production or service procedures.
3. Upgrade of employees to new jobs requiring additional skills.
4. Workplace literacy training.
5. Other employer needs explicitly approved by the LWDB in the local workforce plan.

Employer Responsibilities:

Employers must provide specific, measurable details, including:

1. A detailed list of skills and tasks to be mastered.
2. A schedule of training hours assigned to each task.
3. A defined method for measuring participant competencies.
4. The number of trainees they will train and hire or retain.
5. Written confirmation that training will occur during normal working hours.

Minimum Contract Elements for Customized Training

The Customized Training contract must include the following elements:

1. Trainee name.

2. Trainee wage.
3. Employer and Grantor contact details.
    - Name
    - Address
    - Phone number
4. Employer Identification Number (EIN).
5. Job title and demand occupation involved.
6. Description of skills and competencies to be learned.
7. Definition of successful training completion, including measurable benchmarks.
8. Start and end dates, including total hours of training.
9. Agreement on maximum allowable training costs.
10. Written employer commitment to hire or retain all successful trainees.
11. Employer funding contributions, based on the following scale:
    - 10% match: Employers with 50 or fewer employees.
    - 25% match: Employers with 51–100 employees.
    - 50% match: Employers with more than 100 employees.
12. Written concurrence from any applicable collective bargaining unit. Meaning: If a labor union represents employees in the training position or industry, the union must provide a written agreement approving the training and confirming that it does not conflict with the terms of their collective bargaining agreement.

On-The-Job Training Contracts (OJTs)

OJT contracts provide participants with practical training and skill development while engaging in paid employment.

Employer Reimbursement:

Employers are eligible for wage reimbursement up to 50% of the participant's wage rate for extraordinary costs associated with training and supervision. Reimbursement levels may increase to 75% if the following factors are documented:

1. Participant characteristics, particularly if they meet the definition of individuals with barriers to employment under WIOA Sec. 3(24).
2. Employer size, with preference given to small businesses.
3. The quality of employer-provided training, including industry-recognized credentials.
4. Other state or LWDB-approved factors, such as pre- and post-training wage levels or competitiveness of the training provided.

Contract Duration:

The duration of OJT contracts must be based on:

1. Skill requirements of the occupation.
2. Participant's prior academic and occupational skills.
3. Participant's IEP objectives.

Prohibitions:

Employers must not:
1. Use OJT contracts to displace existing workers or reduce their wages, hours, or benefits.
2. Lay off employees with the intent to fill the vacancies using WIOA participants.
3. Use OJT contracts that violate collective bargaining agreements without obtaining written labor concurrence.

Minimum Contract Elements for OJT
The OJT contract must include:
1. Trainee name.
2. Trainee wage.
3. Employer and Grantor contact details.
    - Name
    - Address
    - Phone number
4. Employer Identification Number (EIN).
5. Job title and demand occupation involved.
6. Description of skills and competencies to be learned.
7. Definition of successful training completion.
8. Start and end dates including total training hours.
9. Agreement on maximum allowable training costs.
10. Written employer commitment to hire or retain all successful trainees.
11. Employer wage reimbursement percentage.
12. Written concurrence from any applicable collective bargaining unit.

Common Principles Covering Both Customized Training Contracts and OJT Contracts
Noncompetitive procurement is allowable for On-the-Job Training and customized training contracts, provided that these training arrangements align with WIOA program requirements and are justified in accordance with noncompetitive procurement requirements outlined above.

Pre-Award Review Requirements
Before executing the first training agreement each year, the employer must undergo an on-site Pre-Award Review. The review must adhere to the following non-negotiable standards:

1. **Prohibited Uses of WIOA Funds:**
   WIOA funds cannot be used to:
    - Induce a business to relocate operations within the U.S. if the relocation results in any employee losing their job at the original location.
    - Train employees of a business that relocated within the past 120 days if the relocation caused job loss at its previous location.
2. **Verification of New or Expanding Establishments:**
   The employer must certify that the establishment is not relocating jobs from another area. Supporting documentation, such as an affidavit, is required.

3. **Employer Information Certification:**
   Employers must provide the following details:
   - All names under which the business operates, including predecessors and successors.
   - Name, title, and address of the certifying official.
4. **Assessment of Job Loss and WARN Notices:**
   Employers must disclose past or impending job losses at other facilities. The reviewer must verify if any WARN notices were filed within the last 24 months.
5. **Alignment with Local Workforce Needs:**
   The requested training must target a high-growth, high-demand occupation in the LWDB's identified industry clusters. This must be documented through the local workforce plan.
6. **Worker's Compensation Coverage:**
   Employers must provide proof of active Worker's Compensation insurance covering all employees.
7. **Labor Law Compliance:**
   Employers must not have any verified Wage and Hour or Child Labor violations within the last 12 months. Documentation must include a written statement from the employer and confirmation from publicly available sources.
8. **Commitment to Employment:**
   Employers must commit in writing to hire or retain participants upon successful completion of training.
9. **Compliance with Collective Bargaining Agreements:**
   Training must not conflict with existing collective bargaining agreements. If there is a potential conflict, written agreement from the labor organization and employer is required.
10. **Necessity of WIOA Funds:**
    Employers must document that the training is unavailable without WIOA funds. A detailed cost comparison of alternative funding options versus WIOA-supported training must be included.
11. **Employment Patterns:**
    Employers must demonstrate no history of failing to provide long-term employment to WIOA participants, including equitable wages, benefits, and working conditions.

Required Documentation:
The WIOA Service Provider must maintain the following in the pre-award review file:
- Completed Pre-Award Review Checklist.
- Copies of employer certifications and supporting documentation.
- Proof of alignment with local industry demands.

Mandatory Contract Clauses for Customized Training and OJT Contracts
Both Customized Training and OJT contracts must include the following four clauses and the

minimum standards for contracts of sub-recipients to ensure compliance with federal and state requirements. These clauses set clear expectations for employers and participants:

1. **Termination of Training Participants**
   The Employer agrees that no customized training participant shall be terminated from training without prior notice and an opportunity to correct or improve their performance. Before any termination, the Employer must provide reasonable time for the participant to address performance issues. Additionally, the Employer is required to immediately notify the LWDB-designated entity, such as the Fiscal Agent or Service Provider, if a participant exhibits attendance or disciplinary problems or demonstrates an inability to perform according to the training outline specified in the Contract. The Employer acknowledges that any termination of a customized training participant must comply with the LWDB's established grievance procedures.

2. **Displacement of Currently Employed Workers**
   The Employer agrees that no currently employed worker shall be displaced by the customized training participant. This includes any partial displacement, such as a reduction in hours, wages, or employment benefits. Furthermore, no customized training participant shall be placed into a position that is currently vacant due to a layoff or into a position where an employee's employment was terminated with the intent of replacing them with a customized training participant. The Employer also agrees that this Contract shall not negatively impact the promotional opportunities of existing employees who are not participating in the customized training program.

3. **Access to Records**
   The Employer agrees to provide access to records or activities related to this Contract to authorized entities during normal business hours and as frequently as necessary. These entities may include the LWDB-designated Staff Monitor or contracted entity, the State of Oklahoma, the U.S. Department of Labor, or other authorized Federal agencies and their representatives. Inspections and monitoring will be conducted to determine the Employer's compliance with the terms of the Contract and to assess the progress of the customized training participant.

4. **Record Keeping System**
   The entity responsible for payment under this Contract is required to ensure that all records are properly maintained in adherence to LWDB policies. The LWDB shall implement and maintain a comprehensive customized training record keeping system that includes procedures for generating timely and relevant management and planning information. This system must be capable of tracking contract-specific details, such as the number of unused training hours and the total funds expended to date, to ensure effective oversight and accountability.

Customized Training and OJT Required Documentation

The following documentation must be maintained in the Customized Training or OJT Contract File, in addition to other required elements outlined in this guidance:

1. Original Customized Training or OJT Contract.
2. Pre-award checklists.
3. Any modifications to the Training Contract.
4. Training time documentation.
5. Documentation of the participant's level of completion.
6. Training payment invoices.
7. Monitoring reports, including details of any identified problems, corrective actions taken, and follow-up activities.
8. Justification for contract termination, if applicable.
9. Proof of workers' compensation or equivalent insurance.

STATE CONTRACT POLICY STANDARDS

If a procurement action requires a written agreement or contract, the state contract standards must be followed as established below.

A. PURPOSE – These minimum standards are established to ensure that public funds are adequately protected in the subcontract process and that grant recipients are in compliance with applicable laws and regulations.

A distinction in contract requirements will be made between sub-recipients and contractors/vendors.

Sub-recipients are entities whom:

- Determine eligibility for Federal assistance
- Performance is measured by whether the objectives of the Federal program are met
- Have responsibility for programmatic decision making
- Have responsibility for adhering to applicable Federal program requirements
- Use Federal funds to carry out a program for a public purpose
- Are funded by a subaward.

Contractors/vendors are entities who:

- Provide similar goods or services to many different purchasers
- Provide the goods and services within normal business operations
- Provides goods or services that are ancillary to the operation of the Federal program
- Provides goods and services for the grant recipient's own use, creating a procurement relationship
- Funded by a procurement contract

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

C. SELECTION OF CONTRACT – There are two basic types of contracts used in the state system.

1. Cost Reimbursement Agreements—these provide for the payment of actual costs incurred to the extent as prescribed in the contract. This type of agreement reimburses the contractor for his best efforts to perform up to the total costs and types of costs authorized in the contract. Detailed documentation demonstrating that all reported costs have been incurred is required to earn payment.

2. Fixed-Price Agreements—A fixed-price agreement pays a contractor a specified price for specified deliverables irrespective of the contractor's actual costs incurred. This form of agreement is used when clear delivery specifications can be stated with little or no uncertainty.
    a. The most widely used form of fixed-price agreement is the fixed-unit-price, performance-based contract. These agreements make payments to the contractor contingent on successful achievement of specified, measurable performance outcomes. The risk under this form of agreement should be primarily with the contractor since compensation is not owed, regardless of the costs incurred, unless the contractor achieves satisfactory results. Work performed under this type of contract must be allocated to the appropriate cost categories.
    b. Another type of fixed-price agreement is an indefinite quantity contract. It is used when an organization knows what specific goods or services it needs but cannot specify the quantity it will need or the times they will be needed. Such contracts can contain many types of items, as long as each type is clearly described in the statement of work.

D. CHOICE OF CONTRACT – The type of contract to be used should be based on consideration of cost and price analysis, degree of performance certainty, assignment of risk, and the particular characteristics of a given procurement, namely whether a procurement involves a sub-recipient or a contractor/vendor.

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

2. **Fixed-Price Contracts** – These contracts are appropriate when services are billed at a set rate per unit and payment is made only upon delivery. Common examples include On-the-Job Training employer agreements or tuition-based training programs with established pricing, such as catalog-listed tuition.

   An indefinite quantity arrangement under a fixed-price contract can be used when participant referrals to training programs, like CDL training, occur regularly but in varying numbers. This approach simplifies procurement by allowing repeated services without needing new purchase agreements each time.

E. MINIMUM STANDARDS – Each contract written at the sub-recipient level must contain elements as described in this policy section. This is not intended to prescribe a format or order; however, each element identified in this policy section must be addressed in the sub-recipient's contract. All lower-tier contracts below the sub-recipient must contain the elements described in this policy.

1. Signature Cover Page – All contracts, including modifications, must be written and signed, and must include beginning and ending dates for the contract performance and payments. The signature or cover page must contain:
   a. A Statement of Purpose
   b. The names and addresses of the parties to the contract
   c. The beginning and ending date of the contract
   d. A list of contract sections and attachments
   e. The typed names and titles of signatories
   f. The signatures and the date of signature

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

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

3. Cost, Payment and Delivery Provisions – This provision must clearly state the total costs of the contract and the conditions under which the agency will make payment or partial payments to the contractor. Included here should be the budget or benchmarks for payments; frequency of payment if progress or reimbursement payments are used; addresses of where to submit invoices and where to send payments; the types of invoices required, including any backup and supporting documentation, discounts,

holdbacks, and other payment-related information. Grant recipients should consider holding back some portion of the contract price pending full performance outcomes as required by the contract. For example, holding some portion of the agreed upon payment price to any OJT employer until the participant has been employed by that employer for more than 90 days.

4. Boilerplate Terms and Conditions
    a. Contracts with contractors/vendors – The following terms and conditions are considered by the State to be the minimum to be included in any contract between a LWDB grant recipient and a contractor or vendor (over $10,000 in services or goods).

        i. Provisions for early Termination –
            1. For cause (default) – The termination for default clause must give the LWDB the right to terminate the contract for the contractor's failure to perform its obligations under the contract.
            2. For convenience – This clause must allow the LWDB to terminate the contract without becoming liable for breaching the contract by giving reasonable notice.
            3. Funding – This clause must allow the LWDB to terminate the contract due to lack of funds.

        ii. Provision concerning Davis-Bacon Act (construction contract > $2,000)

        iii. Provision concerning Copeland Anti-Kickback Act

        iv. Provision concerning Stevens Amendment

    b. Contracts with contractors/vendors – The following terms and conditions are considered by the State to be the minimum to be included in any contract between a LWDB grant recipient and a contractor or vendor (over $25,000 in services or goods).

        i. Debarment - Any vendor or service provider submitting a proposal for a contract valued at $25,000 or more must provide a Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for both it and its principals. This certificate must be submitted at the time of proposal submission for any covered transactions under federal funding regulations. Any sub-recipient that enters into a subcontract (lower tier covered transaction) must require its subcontractors to provide the same debarment certification as part of their proposal submission. This ensures that all entities handling federal funds, at any level, comply with debarment and suspension regulations.

c. Contracts with contractors/vendors – The following terms and conditions are considered by the State to be the minimum to be included in any contract that results from a formal procurement action between a LWDB grant recipient and a contractor or vendor (over $50,000 in services or goods).

    i. Provision Against Assignment – Must ensure that the contractor will not assign its interest in the contract without written approval from the LWDB.

    ii. Subcontracting – Must define circumstances, if any, in which the contractor may subcontract its contract responsibilities. At a minimum, must require written approval from the LWDB.

    iii. Indemnification (Hold Harmless) – The provision must protect the LWDB, the State of Oklahoma, the U.S. Department of Labor (USDOL), and all agents in case the contractor is sued for acts committed within the contract.

    iv. Dispute Resolution – Must define a method for resolution of disputes related to contract performance.

    v. Audit Rights – Must give the LWDB, State of Oklahoma, and others with statutory audit rights the authority to examine documents pertaining to contract performance and enable the auditor to determine whether the contractor is properly performing its contractual obligations, especially in relation to payments received.

    vi. Access to Records – Must give access to the LWDB, State of Oklahoma, the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the contractor or subcontractor which are directly pertinent to charges to the program, in order to conduct audits and examinations, and make surveys, excerpts, transcripts, and photocopies. This right must include timely and reasonable access to contractor’s and subcontractor’s personnel for the purpose of interviews and discussions related to such documents.

    vii. Copyrights and Rights to Data – Must include a notice of the Funding source requirements pertaining to Copyrights and the rights to data.

Specifically, the grant recipient, the State of Oklahoma, and the U.S. Department of Labor shall have unlimited Rights to any data first produced or delivered under the agreement.

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

ix. Renewal – This clause must describe the condition by which a contract can be renewed. It must also describe the outcomes that must be met and the timeframe for which they must be met. The State of Oklahoma allows a contract to be extended for two consecutive years (in one-year increments) from the original contract ending if the basis for renewal has been met, documented and verified. Basis for renewal on the Adult, Dislocated Worker or Youth Service Provider/Sub-recipient contracts must be on having met or exceeded the local established measurable, documented and verified performance outcomes during the original period of the award. The rationale, documentation and verification must occur prior to the effective date of any renewal. In addition, the basis for any renewal cannot be on the Federal WIOA Performance Measures. Service Provider/Sub-recipient contracts cannot be renewed simply at the Board discretion.

x. Deobligation – Must define situations, if any, in which contract payments may be decreased.

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

xii. Rights to Inventions Made Under a Contract or Agreement

xiii. Provision concerning Byrd Anti-Lobbying Amendment (contract > $100,000)

xiv. Provision concerning Contract Work Hours and Safety Standards Act (contract > $100,000)

xv. Provision concerning Clean Air & Water Act (contract > $150,000)

d. Contract with sub-recipients who serve participants – The following terms and conditions are considered by the State of Oklahoma to be the minimum, in addition to the terms required above, to be included in a contract with a sub-recipient (over $10,000.00) who provide services to participants.

i. Insurance Requirements – Must provide for minimum liability insurance coverage to be maintained by the contractor. This may include worker's compensation, classroom insurance, non-owned automobile, or general liability coverage.

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

iii. Grievances—Must ensure a reasonable method for dealing with participant grievances.

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

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

vi. Safety—Must ensure a safe working or training environment for participants.

vii. Order of Precedence – A clause that requires compliance with the Workforce Innovation and Opportunity Act, all implementing regulations, and any other applicable laws including but not limited to:

1. Workforce Innovation and Opportunity Act (WIOA).
2. Other applicable Federal statutes.
3. Departments of Labor, Health and Human Services, Education and Related Agencies
4. Appropriations Act, 2019 (P.L. 115-245).
5. Implementing Regulations.
6. Federal Executive Orders.
7. OMB Circulars, including the Uniform Guidance at 2 CFR 200 and 2900.
8. DOL-ETA Directives.
9. Oklahoma State Statute.
10. Oklahoma Workforce Development Issuances.
11. Terms and conditions of this award

viii. Record Retention – Must require retention of the contractor's records for three years from the date of contract closeout or audit/litigation resolution, whichever is later. Clause should define the records that the contractor is required to retain, identify where they will be kept, and make provisions for turning them over to the LWDB if the contractor goes out of business.

ix. Reporting – Must require contractor to furnish the LWDB any narrative, statistical, and financial reports related to the elements of the contract in the forms and at such times as required by the LWDB.

x. Program Income – Must ensure that income earned from OESC funds is used to further program objectives, in accordance with the regulation, OMB circulars, and state policy.

xi. Property/Capital Expenditures – All property purchased with Federal funds must be handled in accordance with the state's property policy.

xii. Corrective Action – Must define corrective action procedures relative to contract goals, performance, modification, and termination.

xiii. Patent Rights – Must include a notice of the Federal requirements pertaining to patent rights.

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

xv. Disallowed Costs – Must ensure that any costs determined by the LWDB, State of Oklahoma, or the U.S. Department of Labor to be unallowable shall be returned in accordance with State and federal debt collection policy.

xvi. Provision Against Assignment – Must ensure that the contractor will not assign its interest in the contract without written approval from the LWDB.

xvii. Subcontracting – Must define circumstances, if any, in which the contractor may subcontract its contract responsibilities. At a minimum, must require written approval from the LWDB.

xviii. Indemnification (Hold Harmless) – The provision must protect the LWDB, the State of Oklahoma, the U.S. Department of Labor (USDOL), and all agents in case the contractor is sued for acts committed within the contract.

xix. Dispute Resolution – Must define a method for resolution of disputes related to contract performance.

xx. Audit Rights – Must give the LWDB, State of Oklahoma, and others with statutory audit rights the authority to examine documents pertaining to contract performance and enable the auditor to determine whether the contractor is properly performing its contractual obligations, especially in relation to payments received.

xxi. Access to Records – Must give access to the LWDB, State of Oklahoma, the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records (including computer records) of the contractor or subcontractor which are directly pertinent to charges to the program, in order to conduct audits and examinations, and make surveys, excerpts, transcripts, and photocopies. This right must include timely and reasonable access to contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

xxii. Copyrights and Rights to Data – Must include a notice of the Funding source requirements pertaining to Copyrights and the rights to data. Specifically, the grant recipient, the State of Oklahoma, and the U.S. Department of Labor shall have unlimited Rights to any data first produced or delivered under the agreement.

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

xxiv. Renewal – This clause must describe the condition by which a contract can be renewed. It must also describe the outcomes that must be met and the timeframe for which they must be met. The State of Oklahoma allows a contract to be extended for two consecutive years (in one-year increments) from the original contract ending if the basis for renewal has been met, documented and verified. Basis for renewal on the Adult, Dislocated Worker or Youth Service Provider/Sub-recipient contracts must be on having met or exceeded the local established measurable, documented and verified performance outcomes during the original period of the award. The rationale, documentation and verification must occur prior to the effective date of any renewal. In addition, the basis for any renewal cannot be on the Federal WIOA Performance Measures. Service Provider/Sub-recipient contracts cannot be renewed simply at the Board discretion.

xxv. Deobligation – Must define situations, if any, in which contract payments may be decreased.

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

xxvii. Rights to Inventions Made Under a Contract or Agreement

xxviii. Provision concerning Byrd Anti-Lobbying Amendment (contract > $100,000)

xxix. Provision concerning Contract Work Hours and Safety Standards Act (contract > $100,000)

xxx. Provision concerning Clean Air & Water Act (contract > $150,000)

F. ADDITIONAL DOCUMENTATION – Documents listed below must also be maintained in a contract file:

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

EQUAL OPPORTUNITY AND NONDISCRIMINATION STATEMENT:

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

ACTION REQUIRED:

This Workforce System Directive (WSD) is to become a part of your permanent records and be made available to appropriate staff and sub-recipients. Sub-recipients are required to develop and maintain a policy that aligns with the guidance outlined in this issuance. Failure to establish appropriate policies, procedures, and systems may result in findings of noncompliance and disallowed costs. This policy must be distributed to all relevant staff and subcontractors to ensure adherence. Additionally, a copy of this issuance must be retained in the sub-recipient's permanent records for future reference and compliance verification.

INQUIRIES:

For any questions or concerns related to this issuance, please begin by submitting a Technical Assistance Request. If additional clarification is needed after your request has been reviewed, you may email WorkforceServices.Inquiry@oesc.ok.gov.

ATTACHMENTS:

Attachment I: Contract Cover Sheet Summary and Signatures

Attachment I

CONTRACT COVER SHEET SUMMARY AND SIGNATURES

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

Sub-recipient Pass-Through Entity:	Address: UEI Number:
Sub-recipient:	Address: UEI Number:
Awarding Pass-Through Entity:	Oklahoma Employment Security Commission 2401 N. Lincoln Blvd. Oklahoma City, Oklahoma 73105 Contact: Deanna Smith UEI Number:
Federal Awarding Agency:	U.S. Department of Labor, Employment and Training Administration
Federal Award Identification Numbers (FAIN) and Federal Award Dates:	
Total Amount of Federal Award:	
CFDA Number and Name:	17.259 WIOA Youth Program- 17.258 WIOA Adult Program- 17.278 WIOA Dislocated Worker Program-
Federal Award Project Description:	
Period of Performance	
Total Funds Obligated to the sub-recipient Under This Agreement:	
Is this Award for Research and Development?	**No**
Indirect Costs Rate for Award	**No**

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

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

Other Requirements:

Contract Part II; Terms and Conditions
Contract Part II; Assurances and Certifications
With the execution of this agreement the Sub-recipient agrees to receive, disburse, and account for said funds at the direction of the Local Workforce Development Board and Chief Local Elected Official with whom the ultimate responsibility and liability lie.

CERTIFICATION

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

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