

Request for Proposal (RFP)

**SLWDA RFP# 2021-01 SC Works Operator
SANTEE-LYNCHES WORKFORCE DEVELOPMENT BOARD
(Service Area: South Carolina Counties - Clarendon, Kershaw, Lee, and Sumter)**

**Funded by:
TITLE I OF THE WORKFORCE INNOVATION
AND OPPORTUNITY ACT (WIOA) OF 2014**

**PROGRAM YEAR 2021
(July 1, 2021 - June 30, 2022 with extension options)**

Proposal Topic: Requests for Proposals for SC Works Centers Operator Services in the Santee-Lynches Region as authorized under the Workforce Innovation and Opportunity Act (hereafter “WIOA”) of 2014.

Submit: One (1) original and five (5) copies of the Proposal must be submitted. (NOTE: The original must be marked or stamped “ORIGINAL”.)

Due Date: **April 23, 2021 – 3:00 PM - (Eastern Standard Time)**
(All references to time in this RFP are the Santee-Lynches RCOG Telephone Clock)

Mailing Address: Santee-Lynches Workforce Development Board,
2525 Corporate Way, Ste. 200
Sumter, SC 29154

Mark Envelope: Outside of sealed proposal package must be marked:
RFP# 2021-01 SC Works Operator
Due Date: April 23, 2021 – 3:00 PM.

Deadline Enforced: Proposals or withdrawal requests, delivered after the time and date set for receipt of Proposals, are late and will NOT be accepted. Late Proposals will be retained and unopened in the file and will not receive consideration regardless of when they were mailed or delivered. It is the Proposer’s responsibility to ensure timely delivery of a Proposal.

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I. INTRODUCTION

The Workforce Innovation and Opportunity Act (hereafter “WIOA”) was signed into law on July 22, 2014 by President Barrack Obama and was implemented in South Carolina on July 1, 2015. This request for proposal, any bids submitted by the proposers to this request, and any final contracts negotiated with the successful proposer(s) as a result of this proposal shall comply with the final WIOA law, the Regulations, State and local instructions, agency policies and other federal, state and local laws and regulations.

Bidders are strongly encouraged to follow the Department of Labor’s WIOA resource page for latest updates: www.doleta.gov/wioa

The Santee-Lynches Workforce Development Board (hereafter “SLWDB”) will continue to develop and refine its SC Works system, policies, procedures, or regulatory changes from time to time. Bidding organizations may be requested to modify design or delivery of services.

The SLWDB reserves the right to cancel or modify this request for proposal or the scope of funding of an approved WIOA program to any extent necessary to ensure compliance with state and/or federal guidelines. This may occur at any time prior to/ or during implementation of the WIOA programs for PY’2021 or any applicable extensions. Therefore, all successful proposers must demonstrate the capability and agree in advance to modify their program design to comply with the new regulations and/or changes to available funds.

The Santee-Lynches WDB serving Clarendon, Kershaw, Lee and Sumter Counties is soliciting proposals from organizations to perform SC Works Center Operator Services authorized under the WIOA of 2014. WIOA designed to help job seekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers that need to compete in the global economy.

ALL WIOA funded services must be delivered in accordance with WIOA rules and regulations, guidance from US Department of Labor (hereafter “DOL”), the State of South Carolina and policies set forth by the Santee-Lynches WDB.

Workforce development minded organizations with or without previous experience as a contractor with Santee-Lynches are encouraged to submit proposals; however, only proposals from organizations that can demonstrate that they have the ability to provide workforce development services within the Santee-Lynches Region will be accepted.

II. BACKGROUND INFORMATION

A. SLWDB Overview

The Santee-Lynches Workforce Development Board (SLWDB) is the policy and planning body for workforce development activities in the South Carolina counties of Clarendon, Kershaw, Lee and Sumter. The SLWDB supplies the funding necessary to operate the **SC Works** system through the Workforce Innovation & Opportunity Act (WIOA), while also providing leadership and contributing to increasing economic development through a trained and productive workforce in the Santee-Lynches region. Its oversight responsibility includes designation of the **SC Works** Operator, certification of the SC Works centers, selection and monitoring of workforce development service providers, creating policies, setting of local service center performance standards, and promoting private sector involvement especially employer linkages to the **SC Works** systems.

The SLWDB brings together business and community leaders, appointed by the local county CEOs functioning together within the conditions established in the 2015 WIOA Consortium Agreement. The SLWDB in partnership with the CEOs seeks to promote and expand workforce development activities to ensure the long-range economic vitality of the region.

SLWDB Vision:

“Building a Great Workforce; Building Great Communities.”

SLWDB Mission:

“Improve the quality of the workforce to enhance the productivity & competitiveness of the region.”

The SLWDB’s Strategic Plan defines goals that reflect the need to provide a quality workforce for the various skill levels and occupations that support the regional economy and the objective of increasing personal incomes and self-sufficiency: (This plan is undergoing review and revisions at the present time to comply with the regulations of WIOA).

Goal 1: Meet the workforce needs of the business community through regionally targeted industry partnerships (cluster/sector strategies).

Goal 2: Establish a talent development system that provides life-long learning opportunities that prepare the youth and adults of the Santee-Lynches area for the jobs of our region.

Goal 3: Develop and implement a messaging plan that gains support for the supply and demand side strategic priorities of the WDB.

Goal 4: Develop a high performing WDB and one-stop system.

Furthermore, the strategic plan identifies the following guiding principles:

- Think and act as an integrated system of programs that share common goals, yet are delivered by various partners with the best capabilities.
- Create a delivery system that is responsive to employers and prioritize services to respond to high demand occupations and critical job needs of targeted industry clusters and business sectors.
- Focus workforce efforts on data and demand driven outcomes, and make investments in programs and services accordingly.
- Align goals and initiatives with economic development, labor, education, local government and community partners.

- Work with SC counterpart organizations to address broader statewide workforce needs and the needs of sub-state regional economies; leveraging available resources to provide a higher quality and level of services.
- Regularly review program and service performance utilizing appropriate scorecards and metric tools to guide quality improvement; accept flexibility and the need to adapt program and service delivery systems to meet changing job seeker, worker, and employer needs.

All Proposers are encouraged to review the complete “SLWDB 2010-2015 Strategic Plan” for additional information and details. It can be accessed at www.santeelynchescog.org under Santee-Lynches Workforce Development Board Strategic Plans and Documents.

B. Population Demographics

For up-to-date labor market information, please go to www.jobs.scworks.org.

Population:

From the 2015 *American Community Survey (ACS) Five Year Estimate to the American Community Survey 2018*, the four-county Santee-Lynches Region decreased by 159 residents or -1 percent. The state of South Carolina grew by 1 percent, or 178,349 residents. A county breakdown is provided below:

County	2015 ACS 5-Year Estimate	2014-2018 ACS Actual	Numeric Change	Pct. Change
Clarendon	34,178	34,017	(161)	-1.04%
Kershaw	62,722	64,361	1,639	1.02%
Lee	18,461	17,606	(855)	-1.05%
Sumter	107,777	106,995	(782)	1.007%
Santee-Lynches Region	223,138	222,979	(159)	-1%
South Carolina	4,777,576	4,955,925	178,349	1.04%

Source: JobsEQ.com American Community Survey 2014-2018, Census 2019

C. Overview of the SC Works System

The SC Works Center brings together a wide variety of Federal, State and local program partners, integrates the provision of their services and provides a full-range of help to job seekers and employers, all under one roof.

The following is only a sampling of the many services SC Works Centers provide:

- Access to WIOA-funded Services (Adult and Dislocated Worker Services)
- Job-search and job-placement assistance.
- Free access to computers, Internet, fax machines and printers for job search purposes.
- Access to job listings.
- Labor market information.
- Assistance preparing resumes.
- Comprehensive assessment of job skills, abilities, aptitudes and needs.
- Career counseling.
- Workshops on topics such as interviewing skills.
- Case management.
- Pre-vocational services.
- Information on Unemployment Insurance.
- Individual employment plans.

- Training in literacy skills.
- Referrals to training, education, and related supportive services (such as transportation and childcare).
- Recruitment for business.
- Employer services.

SC Works Santee-Lynches Service Centers

Services are driven by business and focus on customer choice. There are three types of SC Works Centers: Comprehensive, Affiliate and Specialized Centers. Comprehensive SC Works Centers provide access to all the services described here or through referrals and is a physical location where job seekers and employer customers can access the programs, services, and activities of all required One-Stop partners, along with any additional partners. Affiliate SC Works Centers are centers that make available to job seeker and employer customers one or more of the One-Stop partners' programs, services, and activities. Affiliate Centers do not need to provide access to every required One-Stop partner program. Specialized Centers are centers that address specific needs, including those of dislocated workers, youth, or key industry sectors, or clusters. Specialized centers must be connected to the comprehensive center and any appropriate affiliate One-Stop center by having processes in place to make referrals to those centers and the partner programs located in them. The following centers are located in the Santee-Lynches region:

- Santee-Lynches SC Works – Sumter, 31 East Calhoun Street, Sumter, SC 29150 (Comprehensive)
- Santee-Lynches SC Works – Camden, 1111 Broad Street, Camden, SC 29020 (Affiliate)
- Santee-Lynches SC Works – Clarendon, 215 N. Brooks Street, Manning, SC 29102 (inside the Harvin-Clarendon County Library) (Affiliate)
- Santee-Lynches SC Works – Lee, 200 N. Main Street • Bishopville, SC 29010 (inside the Lee County Library) (Affiliate)

The SC Works/One-Stop Operator will be required to collect, review and report monthly services provided within the centers to the Administrative Entity. These reports should detail numbers of persons processing through each category and the disposition of participants to SC Works/One-Stop partners and contracted service providers. Special emphasis within the reporting process should be placed upon referral of non-UI Adults to the WIOA component of the **SC Works** one-stop system.

III. PURPOSE AND GENERAL INFORMATION

A. Purpose of Request for Proposals (RFP)

The Santee-Lynches Workforce Development Board (SLWDB) is soliciting proposals for SC Works Center Operator Services under Title I of the Workforce Innovation & Opportunity Act (WIOA) in the Santee-Lynches Region (Clarendon, Kershaw, Lee, and Sumter Counties).

A contract resulting from this RFP is anticipated to begin **July 1, 2021 and end June 30, 2022**. The SLWDB reserves the option to extend the contract for another three years on a year-to-year basis, based on future funding availability, contractors' satisfactory performance, and other factors.

Respondents to this RFP must submit one proposal for SC Works Center Operator Services that would meet the SC Works Certification Standards and other requirements of the SCDEW. Proposers must commit to being responsible for providing services in the counties of Clarendon, Kershaw, Lee, and Sumter. All WIOA services funded through this RFP must be provided at existing **SC Works** service centers located within the SLWDB's service area. SLWDB strongly encourages respondents to identify how they will leverage resources and build coalitions that result in an innovative, responsive, and cohesive system. Funds provided by this RFP shall not be used to duplicate facilities or services available in SLWDB's service area (with or without reimbursement) from other Federal, State, or local sources.

Proposals will be accepted from any public, private for-profit or private non-profit organization that can demonstrate the administrative and management capability to successfully provide the services identified in this RFP.

B. Funding – Estimated Allocations:

Funding for this Request for Proposal (RFP) and any contract(s) awarded to successful proposers is through Title I of the Workforce Innovation and Opportunity Act of 2014. Outlined below is estimated funding for Program Year 2021 for these services. Proposers should ensure that the grand total of their proposal does not exceed the total amount below for the counties to be served.

Operator Services	\$140,000
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C. Key Events and Dates

RFP Released: **March 15, 2021**

Available on Santee-Lynches' Regional COG's website: www.santeelynchescog.org

Deadline for Receipt of Written Questions: **April 1, 2021- 12:00 Noon**

Proposals Deadline: **April 23, 2021**

Must be received by SLWDB by **3:00 PM - Eastern Standard Time**

Rating & Ranking Committee Review: **Week of May 10, 2021**

Contract Recommendations to the Local Workforce Development Board (LWDB): May 2021
(The full Santee-Lynches Workforce Development Board (WDB) must approve (by majority vote) the Rating & Ranking Committee's recommendation of the SC Works Operator as authorized under WIOA. Upon agreement, the WDB's Administrative Entity Staff is authorized to provide Notice of

Intent to award Contract, enter into contract negotiations, and execute the contract when accepted by both parties.

Notice of Intent to award a Contract: June 2021

(The WDB's Administrative Entity Staff provides written notice to successful Proposer)

Contract Development: On-going

(Including submission of additional documentation of contractor's administrative qualifications, as needed)

Contract Negotiations: June 2021

(The WDB's Administrative Entity Staff and selected WDB Members will review and execute the contract)

Contract(s) Start: July 1, 2021

The SLWDB reserves the right to make changes to the above timeline.

C. Other General Information

Contract Type - The Santee-Lynches Workforce Development Board will consider two types of contracts as described below:

- **Cost Reimbursement:** A line-item budget based on all legitimate costs to be incurred by the contractor carrying out the activity. The contractor is reimbursed for actual expenses according to the approved line-item budget.
- **Fixed Price/Performance Based:** A fixed price contract is negotiated based on submission of a line-item budget and definite benchmark payments in response to this RFP.

Proposers submitting fixed price/performance-based proposals must complete a line-item budget and proposed payment schedule. Failure to provide both may result in the application being declared non-responsive. The line-item budget must show actual cost and must include profit when applicable. All fixed price/performance-based contracts will be negotiated based on the Proposer's proposed performance levels. Therefore, the Contractor will earn the full-negotiated fixed cost upon achievement of these levels.

Contract Administration and Negotiation - Santee-Lynches RCOG, serving as the Administrative Entity, will administer contracts awarded by the Santee-Lynches Workforce Development Board through this RFP. Santee-Lynches RCOG may require applicants selected by the WDB to participate in cost negotiations, technical, or other revisions to their proposals prior to contract finalization. In addition, contract amounts may be adjusted by the Local Board and/or the staff based on final allocation figures.

Expenditure Time Frame - All budgets submitted for activities under this Request for Proposal are to be for costs incurred between **July 1, 2021 and June 30, 2022**. The awarding agency's funding obligations under any agreement are contingent upon receipt of funds from the USDOL/State allocation guidelines governing distribution within the awarding agency's total jurisdiction. The Awarding Agency is in no way obligated for any funds not received nor any decrease in funding required by allocation formulas.

Allowable WIOA Costs - Allowable costs shall only be charged against the following cost objectives or categories:

- **Administration:** Administrative costs generally consist of direct and indirect costs associated with the overall management and administration of the WIOA program and which are not directly related to the provision of program activities or services to participants and employers, and otherwise allocable to the program costs. Examples of administrative costs are: expenses for accounting, budgeting, financial and cost management, procurement and purchasing, property management, personnel management, payroll, coordinating the resolution of findings arising from audits, reviews, investigations and incident reports, audit functions, and general legal services. Expenses incurred for developing systems and procedures required for these types of administrative functions will also be counted as administrative cost. These examples are not all inclusive; for additional information concerning costs chargeable to the administration cost objective/category, see appropriate OMB Circulars A-21, A-87, A-122.
- **Non-Administration:** These costs generally consist of expenses which directly relate to providing program activities and services to WIOA participants and employers, including expenses related to tracking and monitoring program, participant, or performance requirements, as well as costs incurred for information systems when related to tracking or monitoring of participant and performance information and other performed activities. Examples of such costs generally include: salaries, fringe benefits, equipment, supplies, space, staff training, transportation, other related costs of personnel directly engaged in providing program activities or services to WIOA participants and employers, as well as that part of supervisors' and/or coordinators' salaries and fringes representing time worked exclusively on activities or functions directly related to providing program activities or services to WIOA participants and employers and/or time spent supervising personnel who worked exclusively on activities or functions directly related to providing program activities or services to WIOA participants and employers, as well as any other costs that are not considered administration costs. Other included costs can be: books and other teaching aids, equipment and materials used in providing training to participants, insurance coverage for participants, commercially available training packages, tuition charges and entrance fees, classroom space, communications, printing and utilities costs.

Profit - Profit charged to the proposals by private for-profit entities must be fair and reasonable. The proposer(s) profit plan will be reviewed in conjunction with the requirement of federal and state laws and regulations. The Santee-Lynches WDB requires that the profit margin not exceed **8%** and will be paid on a quarterly basis **if** performance is met in accordance with the approved profit plan.

Presentations - Any Proposer may be requested to make an oral presentation of their proposal to the Santee-Lynches Workforce Development Board's Executive Committee, SC Works Committee, or the SC Works Committee's Rating and Ranking Committee after the proposal opening. Such presentations provide an opportunity for the Proposer to clarify their proposal and to ensure mutual understanding. The Santee-Lynches Workforce Development Area Staff will schedule these presentations, if required. All costs associated with the oral presentation will be the responsibility of the Proposers.

Confidential Information - **No** documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this Request for Proposals which is ***privileged and confidential and is clearly marked*** as such will not be disclosed at any time. Such privileged and confidential information includes information which, if disclosed, might cause harm to the

competitive position of the Proposer supplying the information. All Proposers, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.

Discussion/Negotiation - By submission of a proposal, Proposers agree that during the period following issuance of a proposal and prior to final award of contract, the Proposer **shall not** discuss this proposal request with any party except, staff of the Santee-Lynches Workforce Development Board. In accordance with Section 11-35-1530(6) of the S.C. Consolidated Procurement Code, Ms. Areatha Clark, Deputy Executive Director and Chief of Workforce Development Department and her designated staff person(s) reserve the right to conduct discussions with responsible Proposers who submit proposals, which appear eligible for award, for the purpose of clarification to assure full understanding of, and responsiveness to, the requirements of this Request for Proposals. Proposers shall be provided fair and equal treatment with respect to any opportunity for discussion and revision of their proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers.

Price Not Determinative - The Workforce Development Board reserves the right to select such Proposers which it deems appropriate and are not bound to accept any proposal based on price alone, further reserving the right to reject any and all proposals if it is deemed to be in the Workforce Development Area's best interest.

Prohibition of Gratuities - Amended Section 8-13-420 of the 1976 Code of Laws of South Carolina states: including a promise of future employment to influence his actions, vote, opinion, or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by 16-9-210 and 16-9-220."

Appeal/Protest -

Any organization making application under this RFP has the right to file an appeal. A Proposer may file a protest in writing, with the Santee-Lynches Workforce Development Board, who will then have fifteen (15) working days in which to reach an informal resolution of the protest. Any appeal to this RFP must comply with the grievance procedures of the Santee-Lynches WDB stated in the "WIOA Contract Terms and Conditions" (Section 3.14.5, WIOA Terms and Conditions). The decision of the Santee-Lynches WDB is the final decision.

Option to Extend - **Based** upon funding availability, the Local Board may extend a contract if it appears to be in the best interest of the Workforce Development Board and is agreeable with the contractor. The successful Proposer(s) will be requested to enter into a one-year contract. The SLWDB reserves the option to extend the contract for another three years on a year-to-year basis, based on future funding availability, contractor's satisfactory performance, and other factors.

Inquiries: All written inquires shall be directed to the following:

Areatha Clark, Deputy Executive Director and Chief of Workforce Development Department
Santee-Lynches Workforce Development Area
2525 Corporate Way, Suite 200, Sumter, SC 29154
E-mail Address: aclark@slcog.org

Communication is prohibited between the Proposers, their employees, representatives, or agents, and any SLWDB policy board member or employee, representative, agent or intermediary, other than as

stated above, regarding this Request, except with designated participants in attendance and then ONLY DURING:

- Negotiations
- Contract Signing
- As otherwise specified in this Request

Documentation of violations of this provision by the Proposer, SLWDB personnel or its representatives, official or unofficial may result in the rejection of the proposal.

Questions or Clarifications:

Proposers who have questions or clarifications must submit them in writing (email) to Ms. Areatha Clark by **12:00 Noon on April 1, 2021**. The Last Addendum, if applicable, will be posted on the SLCOG's website by April 12, 2021 – 5:00 PM at www.santeelynychescog.org.

Proposer must acknowledge receipt of Addendum on the Signature Sheet.

IV. PROJECT IMPLEMENTATION REQUIREMENTS FOR OPERATOR SERVICES

A. SC Works Center Operator Services:

The successful proposer shall successfully accomplish the following respective program implementation activities:

- Day-to-Day Operations and Oversight of regional SC Works Comprehensive Center and Affiliate Centers
- Coordinate the service delivery of required one-stop partners.
- Functional Supervision of Partner Staff
- Expand partnerships and increase integrated service delivery.
- Develop strategies to improve cross partner performance
- Data collection and access to information and outcomes
- Update and track Partner Infrastructure Funding Agreements
- Achievement of SC Works Centers Certification

B. Opportunities for Change by Improving the Region’s Workforce Development Systems and Processes:

In order to deliver on the aspirations of the WDB’s strategic plan, this RFP seeks proposals that directly address the following principles as they relate to **SC Works**:

- **Provide SC Works leadership that exemplifies partnership, creativity, and innovation.**

SLWDB works to partner with its contractor to mutually support **SC Works** and the South Carolina State Workforce strategic plan. For this to occur, SLWDB seeks affiliation with organizations that will go beyond minimum contractual obligations and demonstrate leadership, creativity, flexibility, and skillful communication.

- **Implement integration as an everyday practice.**

The Proposer will be expected to further promote and refine integration practices that support the state model for full integration of the SCDEW programs – Unemployment Insurance (UI), Wagner-Peyser (WP), Veterans Assistance (VA), Trade Adjustment Assistance (TAA), and other programs with WIOA Adult and Dislocated Workers programs. The SLWDB, as a direct result of this RFP, expects WIOA service providers to fully embrace the integration process, both in spirit and in practice. This means the organization will not simply be delivering WIOA Operator services at the **SC Works** location, but fully incorporates SCDEW programs and their services wholly into the integrated **SC Works** “demand driven” service delivery model.

The **SC Works** Operator function must support the guiding principles described above, and achieve the major work components and standards necessary to acquire and maintain SC one-stop certification. These standards are:

- SC Works/One-Stop Management Standards
- Systems Standards for Employer Services
- System Standards for Job Seeker Services

It is expected that the successful Proposer will work in close partnership with the SLWDB to provide guidance and leadership to the **SC Works** system to achieve the following outcomes:

- Deliver a high-quality, consistent set of services to jobseekers and employer customers.
- Ensure a mix of services that allow the system to serve a diverse customer base.

- Coordinate services and funding to support customer access to and success in postsecondary education.
- Support job seekers and workers progress toward economic self-sufficiency.
- Promote business and industry sector and employer-driven skill-development strategies.
- Maintain and consistently improve the integration of services and service providers within **SC Works**.
- Ensure high levels of accountability, cost-efficiency, and innovation to maximize resources and customer satisfaction.

The Operator is responsible for promoting and facilitating integration of service delivery in the SLWDB one-stop system. Examples of services to be provided under this work component include:

- Providing information and technical assistance to **SC Works** sites in order to maintain certification and integration standards.
- Managing resource sharing and allocation in **SC Works**, including management of universal core services.
- Assisting in the marketing of **SC Works**.
- Supporting system communications.

The Operator should coordinate services to employers utilizing a sector approach. The Operator should also develop strategies to improve and increase services to employers within a specific sector based on best practices, including but not limited to:

- Providing quality services to businesses.
- Identifying and integrating business services best practices into **SC Works** operations.
- Coordinating events based on local labor market needs and job seeker inventory.
- Participating in statewide planning activities related to business services.

V. SCOPE OF WORK

This request is to provide the following described services during the 2021 Program Year, from July 1, 2021 to June 30, 2022. The contract entered into with the successful Proposer will thereafter be subject to annual renewal, at the option of the SLWDB, for up to three (3) additional program years, upon written notice by the SLWDB. The contract will also be subject to the termination provisions contained in this request.

SCOPE OF SERVICES FOR SC WORKS CENTER OPERATIONS SERVICES

The Operator shall provide the following services:

- Provide day-to-day Operations and Oversight of regional SC Works Centers (Comprehensive and Affiliate Centers), including layout, maintenance and emergency procedures.
- Coordinate the service delivery of required one-stop/SC Works partners
- Provide “Functional Supervision” of Partner Staff
- Provide direct supervision of the Front Desk position. The primary responsibility of this position would include the provision of consistent guidance and assistance to individuals visiting the SC Works Comprehensive Center.
- Coordinate the one-stop/SC Works delivery system and ensure all required services are being effectively delivered in the local area.
- Implement processes to operate centers in an effective and efficient manner
- Develop and implement a center staff development plan that includes information sharing, project management and team building; and ensure that staff has knowledge of partner services to effectively deliver quality services.
- Ensure access to career and training services (Operator will not provide direct client services as a part of this request)
- Provide data, information, and analysis of appropriate labor market data.
- Develop employer engagement processes and initiatives to increase employer interactions.
- Maintain the One-stop/SC Works delivery system to meet the needs of the local area; labor market data, information sharing, partner and customer surveying and business engagement coordination.
- Assure there is consistency of services including but not limited to career services, training and workshops and continuously improve the one-stop/SC Works system
- Coordinate with Business Services staff to develop, convene, or implement industry or sector partnerships.
- Coordinate the implementation of the Memorandum of Understanding with SC Works/One-Stop partners
- Develop and implement procedures that facilitate efficient customer flow through WIOA services and provides a flow chart which outlines customer flow.
- Arrange and/or participate in presentations about the local SC Works system and services for civic and community organizations and the business community.
- Develop and implement an SC Works Center employee orientation procedure to train new partner staff on center procedures and policies.
- Maintain a system to address customer feedback regarding service delivery and make improvements as needed.
- Establish and maintain an effective service recovery procedure that addresses customer complaints in a timely and effective manner.
- Expand partnerships and increase integrated service delivery.

- Assess and ensure the adequate supply of equipment tools, materials, supplies, and assistive technologies are available for center operations.
- Develop strategies to improve cross partner performance.
- Conduct quarterly meetings with SC Works Partners
- Report to the Local Workforce Development Board, SC Works Committee, stakeholders, and partners on system activities
- Develop a process for data collection and access to information and outcomes.
- Ensure Achievement of SC Works Centers Certification
- Assist with creating a seamless system of partners among workforce development, economic development, business and community agencies in order to meet the needs of employers and job seekers.

The Operator shall annually work with the COG's Administrative Entity Staff to develop a budget for One-stop/SC Works operations that complies with the provisions of WIOA and supports the workforce priorities for the SLWDB service area as outlined in the SLWDB's Strategic Plan and Annual Plan priorities. The budget shall include estimates of income and projected expenditures and shall be submitted to the SLWDB and through the SLWDB to the Chief Elected Officials (CEOs) for the County Councils participating in the Santee-Lynches WIOA Consortium for review.

The Operator shall be subject to continuous quality improvement activities consistent with applicable laws and this Request for Proposal. In conjunction with such activities, the Operator shall monitor the required performance and customer satisfaction indicators adopted by the State of South Carolina and the SLWDB. The following refer to specific standards and performance criteria by which the one-stop/SC Works operation will be evaluated:

- USDOL Performance Measures assigned to South Carolina
- SC One-Stop/SC Works Certification Standards
- SLWDB Strategic Plan re. One-Stop/SC Works Operations
- SL One-Stop/SC Works Operations Business Plan
- SLWDB One-Stop/SC Works Policy and Standard Operating Procedures
- One-Stop/SC Works Quality Control Processes and Data Collection Systems previously installed.

VI. PROPOSAL NARRATIVE INSTRUCTIONS/BUDGET & PLANNING INSTRUCTIONS

Important Note: Those Proposers choosing to respond to this RFP should avoid selecting only a particular element such as the rating and ranking criteria in framing and developing their response. To do so is likely to increase the potential for the Proposer to miss the SLWDB's recognition of the transitional business environment and context in which this RFP is offered.

In order to provide a clear picture of the program design, program activities/services, anticipated outcomes, and the Proposer's capability of delivering the services, please address all of the following areas in order:

Executive Summary - A brief summary highlighting details of service delivery for SC Works Center Operations.

Description of the Proposer - What is the legal organizational name, the legal status, and the main purpose of the organization? How is the organization currently funded? Include the names, titles, and resumes of senior organization management. Include an organizational chart showing lines of authority for the organization down to the proposed on-site management in the Santee-Lynches service area. Include a financial statement and the last audit report. If not available, provide a written explanation as to why.

Also include the following:

- Size of the proposing organization (total number of employees)
- Number of years in operation
- National, sub-national regional, or state geographic distribution of the Proposer's current professional service delivery sites
- How offering services in response to the RFP will fit into the Proposer's organization's business plan
- Qualifications of key staff to be assigned on-site to this program (including their current resumes)
- Internal structure including management and supervisory staff positions to be used to operate in the SLWDB service area.
- Provide recent external monitoring reports: USDOL Performance Measures, State Monitoring of Financial Management, and Program Performance. If a correction action plan was required, provide the response to the monitor's request.
- Internal monitoring process to ensure program quality, one-stop/SC Works certification, customer (job seekers/employers) satisfaction, continuous improvement performance measures, and contract compliance.
- Proposed on-site Staff development plan (including how plan was developed and its sustainability)
- Electronic infrastructure and information sharing capabilities that can be used for customer service delivery.

Program Description - Describe the overall plan of services that will be made available for the target customer/group categories to be served. What is the Proposer's strategy for making the public aware of WIOA Services and other partner services? Identify a specific marketing strategy and plan components necessary to target the Santee-Lynches WIOA service area. Provide a typical timeline with intervals expressed as days or months in order to achieve benchmark events as required. Describe how the following activities will be provided:

- Describe the facilitation of day-to-day Operations and Oversight of regional SC Works Centers and One-Stop/SC Works Coordination.
- Describe the Proposer’s strategy for adapting the current one-stop/SC Works operation service delivery to a new format that will be compatible and supportive of the SLWDB’s new State Strategic Plan for a coordinated statewide system of one-stop/SC Works service delivery.
- Describe how the Proposer will provide “Functional Supervision” of Partner Staff.
- Describe how the Proposer will maintain and incorporate the SLWDB Strategic Plan and State Workforce Strategic Plan initiatives into the Proposer’s program design.
- Describe how the Proposer will support the coordinated business services activities developed by the SLWDB.
- Describe what models the Proposer has used that were successful in support of business services activities.
- How the Proposer will provide information to the public on the full array of WIOA and other federal/state program services and encourage their use.
- Describe how the Proposer will ensure that target customer groups in local communities are aware of the One-Stop/SC Works and other WIOA services.
- Describe how the Proposer will assist with developing and administering the Cost Allocation Plan and Infrastructure Funding Agreements.
- Describe what data, metrics, reports, etc. the Proposer plans to use to reach targeted performance levels.
- Describe what data, metrics, reports, etc. the Proposer plans to provide in its progress reports to the SLWDB through its A/E staff and in person at the SLWDB meetings.
- Describe how the Proposer will develop processes and procedures that will ensure that SC Works Centers in the region meet SC Works Certification Standards.

Experience - Outline specific WIOA and similar programs that the organization has operated during the past three years within the Southeastern region. Specifically, why has your organization been successful in the delivery of the requested services in the past? Give appropriate detailed program descriptions, funding levels and sources, and performance information.

Include as a minimum the following:

- Number of years for each service site identified.
- Characteristics of the target customer group/categories served at these sites.
- Successful strategies for pro-actively serving eligible, but minimally skilled and educationally-challenged populations. How successful was the organization? (Specifics required regarding measures used to claim success).
- Levels to which the Proposer coordinated activities with schools, faith-based and/or community-based organizations (CBOs and NGOs), and business/employers in operating those programs and your active role within those partnerships.
- Performance or outcomes-based reporting documents and special project results reports used in past project experiences.
- How you measured success including which measures you utilized were the most important indicators and why?
- Facility locations where services were provided. Describe how those locations met the accessibility, security, environmental, literacy or ELS requirements of the population served by each site.

Relate the above Proposer’s processes to the “demand-driven” service delivery model adopted and advocated by the SLWDB, i.e. to be “demand-driven” means to elevate the focus of the local

workforce development system to address the primary demand of employers - their need for qualified job seeking candidates that meet their hiring requirements. From the one-stop/SC Works job seeker customer's perspective, the **SC Works** system's staff and financial resources for training are there to assist them with qualifying for the job opportunities that employer's hiring needs have highlighted. Simply put, the "demand driven" one-stop/SC Works system offers an array of services to help job seekers qualify for employer identified job opportunities.

Staffing Plan - Describe the range of activities to be performed by the WIOA funded employment and training program staff. A Job Title and Job Description must be provided for each WIOA funded position included in the proposal's implementation strategy and plan. If an employee in a particular position is to be partially funded by one WIOA program and partially funded by a different program, a Job Title and Job Description is required for both positions with a percentage of time assigned to both activities. The identity by name, job title, and last four digits of the social security number is required for each employee expected to be funded with WIOA funds. If identification of applicable employees cannot be made at this time, it should be so stated, and all other required information should be included in the proposal or offer of services.

For each of the offering organization's existing staff persons to be assigned to this project include, in addition to education and experience information, all relevant workshops, conferences, seminars, professional organizations, and/or other activities that staff has participated in during the past two years to stay abreast of current information, procedures, practices, regulations, technological, or programmatic operations.

For vacant staff positions, proposers should attach a statement, which addresses their commitment to hire qualified staff and ensure that staff stays current and knowledgeable in all areas associated with their job assigned responsibilities. Special technological and computer skills possessed by staff persons are important for the efficient utilization and maintenance of the SLWDB's client tracking system and should be noted in their respective job descriptions as available at hire or to be developed post-hiring.

Facilities - The SLWDB currently plans to continue to operate its current One-stop/SC Works service centers for program year 2021. The Kershaw County (Affiliate) and Sumter County (Comprehensive) locations are sites leased by the SLWDB. Both sites are cost shared with SC Works Partners. Are the facilities properly sited and appropriate for providing the services you propose? Are they accessible and safe? Describe how you will ensure that all communities within the four-county area will have access to WIOA and other One-stop/SC Works services; include successful past experiences that you have had with identifying sites and locating services to best address target customer groups/categories to be serviced.

Administrative Capacity - What internal monitoring and evaluation of the program operations and staff are to be routinely carried out? Describe the electronic process the organization has used to capture and report information to the Administrative Entity and to others having a need to know.

Administrative and Fiscal Capabilities: Entities will be evaluated in terms of their historical performance as it relates to financial and administrative matters with particular emphasis on the following:

- The entity's efforts to recover debts.
- Established fraud or criminal activity of a significant nature.
- Failure to maintain an appropriate financial management system.
- Unresolved or recurring audit findings of a significant nature.

- Failure to provide services to applicants as agreed to in a previously funded program or to meet applicable program standards.
- Failure to return a grant closeout package by the established deadline.
- Failure to submit required reports in a timely manner.
- Failure to properly report and dispose of government property.
- Unresolved disallowed costs or disallowed costs in excess of five percent of a contract.

The failure to meet any one of the above responsibility tests does not establish that an organization is not responsible, unless the failure is substantial or persistent (for two or more consecutive years), and therefore, will not automatically preclude an award being made.

Fiscal Management and Reporting Capacity - Describe the process the Proposer uses or proposes to use on site to timely capture and report financial information to the SLWDB's A/E. What systems are in place to ensure fiscal accountability, timely, and appropriate expenditure of WIOA funds?

- Describe your fiscal system and how it will ensure integrity in using these funds. Provide the most recent audit and cash management reports as examples.
- Describe how the Proposer would plan to contribute financially to the requirements for an expansion that may be needed to locate or relocate services in the four counties of this region.
- Describe in detail the Proposer's plans including diagrams to implement services and offer a timeline noting key process events you will track, if awarded a contract.
- Describe the Proposer's ability and method it would use to repay disallowed costs if such disallowances are identified in the monitoring or audit of the contract?

Partnerships - Describe any partnerships that you perceive to be essential to the success to the project that you propose. Who is to be involved? What are the roles and responsibilities of each partner? If available, include letters of support from the partners and any Memorandum of Agreements that may already be in place. Describe how you will coordinate services and collaborate with the WIOA required partners and how you propose to recruit additional partners as needed to address the identified needs of the target population.

Budget Response – The following areas are of particular importance in addition to the other items referenced in this section: Does the Proposer accept the RFP's requirement for the cost–reimbursement or fixed price/performance-based method of payment for services? As applicable, the Proposer must provide an acceptable indirect cost plan, a cost allocation plan, and a monthly cash flow analysis that covers the contract period. The Proposer's budget should contain reasonable costs. The budget's narrative explanation of costs should be adequately detailed as to be clear to reviewers.

Documents Required of Proposers – Proposers are required to submit the following information with each proposal package:

- Federal Identification Number;
- List of Current Board Members of Governing Body;
- Current Fiscal Statement and Copy of Last Audit;
- Copy of Indirect Cost Plan and Approval;
- Grievance Procedures;
- Staff, Personnel, and Travel Policies;
- Charter and By-Laws of Organization;
- Evidence of Signatory Authority;
- Banking Arrangements (Bank Name, Address, Account Number);
- Cost Allocation Plan;

- Lobbying Certification;
- Fidelity Bonding Policy (and invoice showing coverage for current year); (required if awarded the contract)
- Proof of Insurance Coverage re: Liability, Errors and Omission (required if awarded the contract);
- Debarment and Suspension Certification;
- Organization's Mission and Vision Statements;
- General Assurances
- Certification of a Drug-Free Workplace;
- Cash Flow Analysis projected by-month for a minimum of nine months.

Time Frame - All budgets submitted for activities under this RFP are to be for costs incurred between July 1, 2021 – June 30, 2022. SLWDB's funding obligations under any agreement are contingent upon receipt of funds from USDOL/State allocation guidelines governing the SLWDB's service area. The SLWDB is in no way obligated for any funds not received nor any decrease in funding required by allocation formulas. **In the present Federal fiscal environment, mid-contract funding allocation adjustments may be directed by USDOL to the State and further to the SLWDB.**

VII. RATING AND RANKING EVALUATION CRITERIA AND RATING SYSTEM

PROPOSAL EVALUATION CRITERIA & PROCESS

The criteria below are to be used to evaluate proposals for One-Stop/SC Works Center Operator Services. Each question is listed in the order of importance.

- 1. Did the proposal clearly provide a description of Delivery of Operator Services in response to the Program Description outlined on page 17 of the Request for Proposal (RFP)?**

Comments by Reviewer:

- 2. Did the proposal demonstrate a clear understanding of the organizations; experience in delivery of WIOA/Operator services or similar services related to performance and outcomes?**

Comments by Reviewer:

- 3. Did the proposal demonstrate innovation in delivery of services and offer suggestions as to how the proposed service delivery will increase or expand services within the local area?**

Comments by Reviewer:

- 4. Did the discussion of staff and administrative oversight clearly demonstrate personnel and talent needed for service delivery under the proposal would be effective?**

Comments by Reviewer:

- 5. Was the budget established for the delivery of services appropriate for SC Works Operations? If applicable, was the indirect cost plan approved or accepted provisionally by the Proposer's cognizant agency? If profit was applied, was it considered excessive or in line with reasonable service delivery expectations?**

Part IV – PROPOSER’S RESPONSE PACKAGE - Proposal and Certifications

A complete proposal will consist of responses to the forms contained within this section and other exhibits identified on the Proposal Checklist. Each form/exhibit is to be completed in accordance with the instructions as contained herein. Each form must be addressed with a response, or an indication the form is not applicable (N/A) to the specific proposal. All certifications are to be on the forms provided.

Signature Sheet

(This completed form must be submitted as an attachment to the Proposer’s transmittal letter offering their response to this RFP. Failure to provide this form will disqualify the Proposer’s Response to this RFP).

RFP#: 2021-01 – SC Works Operator

Agency: Santee-Lynches Workforce Development Board (SLWDB).

Proposal Deadline: **Friday, April 23, 2021 - Time: 3:00 PM**

The undersigned submits a proposal to furnish services herein requested in a RFP during the contract period in accordance with the specifications and requirements described in the contract documents, which include by reference this Request for Proposal document. By making this offer to provide services, the Proposer warrants and represents that its offer identifies and explains any unfair competitive advantage it may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from its participation in this competition or its receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor’s judgment, (b) preventing an unfair competitive advantage. If the Proposer has an unfair competitive advantage or a conflict of interest, the SLWDB may withhold award. Before withholding award on these grounds, the Proposer shall be notified of the concerns and provided a reasonable opportunity to respond.

Legal Name of Firm or Corporation _____
 Telephone _____ Fax _____
 E-Mail _____
 Mailing Address _____
 City & State _____ Zip Code _____
 FEIN Number _____
 DUNS Number _____

Signature _____ Date _____
 Typed Name of Signature _____ Title _____

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below.

Name & Title _____
 Telephone _____ Fax _____
 E-Mail _____
 Mailing Address _____
 City & State _____ Zip Code _____
 Website _____

Acknowledgement of Addenda: (If Applicable) Proposer must acknowledge receipt of addendum by indicating Addendum Number and including the date of issue: Addendum will be added to the SLCOG’s website no later than Friday, April 28, 2017, 5:00 PM - www.santeelynchescog.org.

Addendum No.	Addendum Issue Date	Addendum No.	Addendum Issue Date

PROPOSAL CHECKLIST

The original and 5 copies (no fax or email) are due at the **Santee-Lynches Workforce Development Area, 2525 Corporate Way, Suite 200, SC 29154 no later than 3:00 PM EST, April 23, 2021.** No proposals will be accepted after this date and time.

A proposal package must include:

One (1) original and Five (5) copies of:

Proposal package includes:

- Signature Sheet
- Signed Proposal Checklist (FORM 1)
- Proposal Cover Page (FORM 2)
- Organizational Information and Certifications (FORM 3)
- Historical Performance (FORM 4)
- Statement of Work Narrative (FORM 5) – **Must be limited to 20 pages.**
- Coordination with Other Programs (FORM 6)
- Administrative Capabilities (FORM 7)
- Summary of Proposer’s Qualifications (FORM 8)
- Certification Regarding Debarment (FORM 9)
- General Assurances (FORM 10)
- Drug-Free Work Place Requirement Certification (FORM 11)
- Certification Regarding Lobbying (FORM 12)
- Budget Summary Sheets (FORM 13)
- Required Documents
- Most Recent Audit or, if new, YTD Financial Statements

I certify that the above requirements are met:

Authorized Signature	Date
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DO NOT WRITE IN THE SPACE BELOW – FOR USE BY WDB STAFF
This proposal ____ meets ____ does not meet the minimal threshold requirements. Additional Staff Comments: <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>

SANTEE-LYNCHES WORKFORCE DEVELOPMENT BOARD
PROGRAM YEAR 2021 – SC WORKS OPERATOR
July 1, 2021 - June 30, 2022
“Proposal Cover Page”

I. PROPOSER’S IDENTIFICATION AND PROJECT SUMMARY

NAME OF ORGANIZATION _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

DUNS NUMBER _____

GRANT SIGNATORY _____ TITLE _____

TELEPHONE NUMBER _____ EMAIL _____

CONTACT PERSON _____ TITLE _____

TELEPHONE NUMBER _____ EMAIL _____

COUNTIES TO BE SERVED _____

This RFP is to fund proposals that provide services in Clarendon, Kershaw, Lee and Sumter Counties.

PROPOSED BUDGET: TOTAL AMOUNT \$ _____

SIGNATORY OFFICIAL: _____
(SIGNATURE REQUIRED)

FORM 3 – Organizational Information and Certifications

ORGANIZATIONAL INFORMATION AND CERTIFICATIONS

1. Name of Organization: _____
2. Federal Employer ID No.: _____
3. Type of Proposal: ___ Cost Reimbursement ___ Fixed Price – Performance Based
4. Type of Agency:
 () Governmental () School District () Accredited Training Institution
 () Private/Non-Profit () Private/For-Profit () Public/Non-Profit
5. The proposer’s organization operates as:
 ___ an individual
 ___ a partnership
 ___ a public agency (specify): _____
 ___ a corporation incorporated under the laws of the State of: _____
 ___ other (specify): _____
6. Check to indicate if your organization is:
 ___ minority-owned enterprise
 ___ female-owned enterprise
 ___ community-based organization (CBO)
7. The bidder certifies, as explained on the attached, that:
 - a. it has no outstanding liens, claims, debts, judgments or litigation pending against it which would materially affect its programming or financial abilities to implement and carry out its proposed program;
 ___ Without Exception ___ With Exception
 - b. it, as a result of a prior contract with the Santee-Lynches Workforce Development Area (SLWDA), has no unpaid disallowed costs;
 ___ Without Exception ___ With Exception
 - c. it is current in its payment of applicable federal, state and local taxes;
 ___ Without Exception ___ With Exception
 - d. it is free and clear of any questioned or excepted audited costs or management and financial practices;
 ___ Without Exception ___ With Exception
 - e. it is not currently under probation or suspension status from any regulatory agency it is governed by;
 ___ Without Exception ___ With Exception
 - f. its costs and pricing data submitted with this proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out its proposed program;
 ___ Without Exception ___ With Exception

- g. it understands and accepts the performance requirements of this RFP, and of the WIOA and its promulgated rules and regulations;
 Without Exception With Exception
- h. it has not been debarred by an action of any governmental agency;
 Without Exception With Exception
- i. it is authorized to submit this proposal in accordance with the policies of its governing body;
 Without Exception With Exception
- j. the information contained herein is true and correct to the best of its knowledge;
 Without Exception With Exception
- k. the agency is not violating Conflict of Interest terms noted in Section 3.9.3 of the “Terms and Conditions”; and
 Without Exception With Exception
- l. it has had no prior contracts with the Santee-Lynches Workforce Development Area (WDA) terminated for cause.
 Without Exception With Exception

(If any of the above questions are answered with exception, please explain in full on an attached sheet headed by the appropriate section requiring explanation.)

By my signature, I certify I am empowered to act on behalf of the proposing organization in submitting this proposal.

 Authorized Signature

 Date

 Print Name & Title

HISTORICAL PERFORMANCE DATA

LIST EXPERIENCE IN PROGRAMS FUNDED UNDER WIOA, OR OTHER SIMILAR EMPLOYMENT AND TRAINING PROGRAMS DURING THE PAST TWO YEARS. PROVIDE THE FOLLOWING INFORMATION BY DATES OF OPERATION.

	Current Year (if applicable)	Past Year(s)
Program Year:		
One-Stop/Center Operations		
Other (describe)		

Describe in detail below Program Operations/One-Stop/SC Works Center Operations provided currently or in the past:

STATEMENT OF WORK NARRATIVE

Provide a narrative description of the proposed activity/services. Address the following: (Must be limited to 20 pages).

A. Describe the plan of action the Proposer will use in delivering Operator Services in the region and services to the program population covered in this proposal package. Include a narrative of Operator Services to be provided. Services and Activities shall include, but are not limited to:

- Day-to-day Operations and Oversight of regional SC Works Centers, including layout, maintenance and emergency procedures
- Coordination of service delivery of required One-Stop/SC Works partners
- Functional Supervision of Partner Staff
- Provide direct supervision of the Front Desk position. The primary responsibility of this position would include the provision of consistent guidance and assistance to individuals visiting the SC Works Comprehensive Center.
- Coordination of One-Stop/SC Works delivery system and ensure all required services are being effectively delivered in the local area for the job seeker and employer
- Implementing processes to operate centers in an effective and efficient manner
- Access to career and training services (Operator will not provide direct client services as a part of this request)
- Access to programs and activities carried out by all WIOA One-Stop/SC Works partners
- Data collection and access to information and outcomes, and analysis of local labor market
- Developing and implementing procedures that facilitate efficient customer flow through WIOA services and provides a flow chart which outlines customer flow
- Arranging and/or participating in presentations about the local SC Works system and
- Achievement of SC Works Centers Certification

B. Describe how required activities will be provided. Describe creative and innovative ideas for the One-Stop/SC Works system services and how to implement those ideas (demonstrate knowledge of best practices or evidence-based practices.)

C. Describe how the One-Stop/SC Works Operator will support and enhance the existing communications plan. Include ideas for promoting the One-Stop/SC Works Delivery system and describe outreach techniques used in the past. How will the deliverable be evaluated for the effectiveness of outreach strategies?

D. It is the SLWDB expectation that center staff of all programs will be organized by function and fully integrated. How will this be supported and provide continuous quality improvement for delivery of services? Describe previous experience with integration within an environment similar to an SC Works/One-Stop. Describe the process by which operational procedures will be overseen.

E. Provide a description of how the One-Stop/SC Works Operator will support WIOA service providers and all co-located partners in attaining their performance outcome goals? What metrics will be used to evaluate the support of these goals?

F. Describe the approach to continuous improvement, including how to develop additional meaning to determining customer concerns/suggestions beyond written surveys. How will feedback be evaluated? How will the One-Stop/SC Works Operator work with the partners to address concerns and service gaps?

FORM 6 – Coordination with Other Programs

COORDINATION WITH OTHER PROGRAMS

Describe how you are proposing to coordinate with other partners, programs, and agencies in the One-Stop/SC Works environment. List the programs and agencies with which coordination will be established.

STAFFING AND ADMINISTRATIVE CAPABILITIES

- A. Provide an organizational chart of the proposer.
- B. Provide the number of professional staff to be employed for One-Stop/SC Works Center Operations.
- C. Describe the range of activities to be performed by staff.
- D. Provide information relative to the assigned staff's experience in operating centers.
- E. Describe the proposer's accounting/financial procedures.
- F. Describe how your organization plans to comply with the required background checks for WIOA staff.

FORM 8 – Summary of Proposer’s Qualifications

SUMMARY OF PROPOSER’S QUALIFICATIONS

- A. Describe the proposer’s background and experience in operating One-Stop/SC Works Centers.
- B. Discuss the proposer’s knowledge and experience in dealing with South Carolina State Government, its structure, rules and policies.
- C. Identify the existing staff who will work on the project. Provide resumes and job descriptions for each professional staff person who will be assigned to the project.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to whom this proposal is submitted.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Organization

Name and Title of Authorized Representative

Signature

Date

GENERAL ASSURANCES

THE PROPOSER ASSURES THAT:

1. It will fully comply with the requirements of the Workforce Innovation & Opportunity Act (WIOA), all State and Federal regulations issued pursuant to the Title V, Section 5001 of the Budget Reconciliation Act of 1997, and with its funding application as approved by the Santee-Lynches Workforce Development Board. The proposer also agrees to conduct any and all activities under this agreement in accordance with all applicable Federal, State, Local Statutes, Rules, Regulations, Directives, Issuances and Ordinances in effect or promulgated during the term of this agreement, to include but not limited to the Workforce Innovation & Opportunity Act Grant; 20 CFR Part 645, WIOA Grants; OMB Circulars A-87, A-21, A-102, A-110, A-122, and A-133; revisions/amendments to such Grant and Regulations.
2. In operating programs funded under the WIOA Grant, it will administer its programs under the funding application in full compliance with safeguards against fraud and abuse as set forth in the WIOA Grant and the Final Rule; that no portion of its WIOA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief.

ADDITIONAL ASSURANCES:

3. In operating programs under WIOA, the proposer assures and certifies that:
 - It will comply with Title VI of the Civil Rights Act of 1964. (P.L. 88-352)
 - It will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
 - It will comply with the provisions of the Hatch Act which limit the political activity of certain State and Local Government employees.
 - For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the State has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857C-8(C) (1)] or the Federal Water Pollution Act [33 U.S.C. 1319(C)] and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the proposer assures that: (1) no facility to be utilized in the performance of the proposed program has been listed on the EPA list of violating facilities; (2) it will notify the Santee-Lynches Workforce Development Board, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA list of violating facilities; and (3) it will include substantially this assurance, including this third part, in every non-exempt sub-grant, contract, or subcontract.
4. The Proposer also certifies that all information contained herein, in this funding application is correct to the best of his/her knowledge and belief.
5. The Proposer also certifies that as a condition to the award of financial assistance under WIOA from the Department of Labor, the Proposer assures, with respect to operation of the WIOA funded program or activity, and all agreements, or arrangements to carry out the WIOA funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation &

Opportunity Act (WIOA), including the Nontraditional Employment for Women Act of 1991, as amended, Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; Title IX of the Education Amendments of 1972, as amended, imposed by or pursuant to regulation implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

Proposer's
Organization _____

Street Address/P.O. Box _____

City, State, and Zip Code _____

Phone: _____ Fax: _____

Signature of Authorized Representative / Date

Typed Name and Title of Authorized Representative

DRUG-FREE WORKPLACE REQUIREMENTS CERTIFICATION

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Proposer certifies it will provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
2. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor’s policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
3. Providing each employee with a copy of the Proposer’s policy statement;
4. Notifying the employees in the Proposer’s policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the Proposer in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
5. Notifying the Board within ten (10) days of the subcontractor’s receipt of a notice of a conviction of any employee; and,
6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or require such employee to participate in a drug abuse assistance or rehabilitation program.

Organization Name

Signature

Date

FORM 12 – Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

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

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

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

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Authorized Representative's Printed Name and Title

ONE STOP/SC WORKS OPERATOR BUDGET SUMMARY
2021 PROGRAM YEAR

Proposer:

FEIN #:

Contract Period: July 1, 2021 - June 30, 2022

Proposed Budget:	\$0
WIOA Cost	\$0
Other Funding	\$0

Item of Expenditure	One-Stop/SC Works Operator Costs Reimbursed by WIOA (\$)	Other Funding (\$)	Total One- Stop/SC Works Operator Budget (\$)
Personnel	\$0	\$0	\$0
Fringe Benefit	\$0	\$0	\$0
Professional Fees	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0
Staff Development & Travel	\$0	\$0	\$0
Other (Please specify)	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0

**2021 PROGRAM
ONE STOP/SC WORKS OPERATOR PERSONNEL BUDGET**

Proposer: _____ Contract Period: July 1, 2021 - June 30, 2022

Position/Title	No. Months	Monthly Rate (\$)	% of Time Spent on Contract	Total Contract Cost	Brief Summary of Job Responsibilities
				\$0	
				\$0	
				\$0	
				\$0	
Totals				\$0	

Fringe Benefits and Total Personnel Cost		
Type of fringe Benefit	Total Cost (\$)	Please Show Calculations Below:
Social Security	\$0	
Medicare	\$0	
State Unemployment Insurance	\$0	
Workers Compensation	\$0	
Other (Please List)	\$0	
Other Please List	\$0	
Total Fringe Benefits	\$0	
Total Personnel Costs	\$0	

2021 PROGRAM

ONE STOP/SC WORKS OPERATOR NON-PERSONNEL BUDGET

Proposer: _____

Contract Period: July 1, 2021 - June 30, 2022

Item of Expenditure	Total Program Cost	Line Item Description & Justification (Please show justification for Total Cost and WIOA Share, if not enough room include separate sheet.)		
Professional Fees	\$0			
Materials and Supplies	\$0			
Staff Development & Travel	\$0			
Other (Please specify)	\$0			
Indirect Costs	\$0			
Total All Costs	\$0			

Required Documents: Proposers are required to submit the following information with each proposal package:

- Federal Identification Number;
- List of Current Board Members of Governing Body;
- Current Fiscal Statement and Copy of Last Audit;
- Copy of Indirect Cost Plan and Approval;
- Grievance Procedures;
- Staff, Personnel, and Travel Policies;
- Charter and By-Laws of Organization;
- Evidence of Signatory Authority;
- Banking Arrangements (Bank Name, Address, Account Number);
- Cost Allocation Plan;
- Lobbying Certification;
- Fidelity Bonding Policy (and invoice showing coverage for current year); (required if awarded the contract)
- Proof of Insurance Coverage re: Liability, Errors and Omission (required if awarded the contract);
- Debarment and Suspension Certification;
- Organization's Mission and Vision Statements;
- General Assurances
- Certification of a Drug-Free Workplace;
- Cash Flow Analysis projected by-month for a minimum of nine months.

**Santee-Lynches Workforce Development Area
WIOA Terms and Conditions
(Grandfathered in from Workforce Investment Act Terms and Conditions)**

3.0 STATEMENT OF PURPOSE

The purpose of this Act is to provide workforce Development activities, through statewide and local workforce Development systems, that increase the employment, retention and earnings of participants and increase occupational skill attainment by participants, which will improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the Nation's economy.

3.1 DEFINITIONS

Act – The Workforce Innovation & Opportunity Act of 2014

Administrative Entity – The entity (South Carolina Department of Employment and Workforce, hereinafter referred to as the Awarding Entity) designated by the Governor to administer the Workforce Development Plan for the State of South Carolina or the entity designated by the Local Workforce Development Board to administer the WIOA programs.

Agreement – A grant agreement, which includes the WIOA Terms and Conditions (revised 01/15/08), between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Subrecipients.

Direct Grantee – The entity, usually a state or protectorate that receives WIOA funds directly from the federal government.

Local Workforce Development Areas (LWIOA) – The county or counties designated by the Governor to administer the Workforce Innovation & Opportunity Act in a designated area.

Recipient – A local area that receives grant funding from the direct grantee.

Subrecipient or Subgrantee – The legal entity to which a subgrant is awarded and which is accountable to the recipient or direct grantee for the use of the funds provided.

Service Provider – A public agency, a private non-profit organization, or a private-for-profit entity that delivers education, training, employment or supportive services to WIOA participants.

Vendor – An entity responsible for providing generally required goods or services to be used in the WIOA program.

Participant – An individual who has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA

title I. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the participant began receiving core, intensive, training or other services provided under WIOA title I.

Capital Improvement – Any modification, addition, restoration or other improvement:

- which increases the usefulness, productivity, or serviceable life of an existing building, structure or major item of equipment;
- which is classified for accounting purposes as a "fixed asset"; and
- the cost of which increases the recorded value of the existing building, structure or major item of equipment and is subject to depreciation.

Construction – The erection, installation, assembly or painting of a new structure or major addition, expansion or extension of an existing structure, and the related site preparation, excavation, filling and landscaping, or other land improvements.

GAAP – Accounting rules and procedures established by authoritative bodies of convention that have evolved through custom and common usage (uniform minimum standards and guidelines). The acronym stands for Generally Accepted Accounting Principles.

3.2 LEGAL AUTHORITY

The Awarding Entity, recipients, and subrecipients/subgrantees assure and guarantee that they possess the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving them legal authority to enter into this Agreement; receive the funds authorized by this Agreement; and to perform the services each has obligated itself to perform under this Agreement.

The person or persons signing and executing this Agreement on behalf of the parties hereto, or representing themselves as signing and executing this Agreement on behalf of the parties hereto, do hereby warrant and guarantee that all parties involved have been fully authorized to execute this Agreement and to validate and legally bind the parties hereto to all the terms, performance and provisions herein set forth.

The Awarding Entity shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the recipients, subrecipients/subgrantees or the person signing the Agreement to enter into this Agreement.

3.2.1 Business Licensing/Taxation/Insurance Requirements

The recipients/ subrecipients/subgrantees will comply with all other local, state or federal applicable licensing, taxation and insurance requirements.

3.3 AWARDING ENTITY

3.3.1 Oversight Responsibilities

The Awarding Entity is responsible for the monitoring and evaluation of programs during a grant period.

The Awarding Entity will provide technical assistance to the recipients / subrecipients / subgrantees in the areas of planning, design, delivery, and management during the course of the program.

The Awarding Entity will note deficiencies when technical assistance is delivered and will help the recipient / subrecipient / subgrantee correct the deficiencies.

The Awarding Entity will conduct formal programmatic and financial reviews of the recipient / subrecipient / subgrantee as necessary.

The Awarding Entity will notify the recipient / subrecipient / subgrantee in writing of any deficiencies noted during formal reviews.

The Awarding Entity will conduct follow-up visits to review and to assess efforts to correct deficiencies noted during formal reviews.

3.3.2 Funding Obligations

In consideration of full and satisfactory performance hereunder, the Awarding Entity shall be liable to the recipient / subrecipient / subgrantee in an amount equal to the actual costs incurred, not exceeding the face amount of this Agreement, for performances rendered hereunder subject to the following limitations:

- The Awarding Entity shall not be liable to the recipient / subrecipients / sub-grantees for expenditures made in violation of Part 667 of the Regulations promulgated under the Act, or in violation of any other regulations promulgated under the Act, or otherwise applicable.
- The Awarding Entity shall not be liable to the recipient/subrecipients /sub-grantees for costs incurred or performances rendered unless such costs and performances are in strict accordance with the terms of this Agreement.
- The Awarding Entity's funding obligations under this Agreement are contingent upon receipt of funds from the USDOL/State Workforce Development Area allocation guidelines governing distribution within the Awarding Entity's total jurisdiction. The Awarding Entity is in no way obligated for any funds not received nor any decrease in funding caused by required allocation formulas.

3.4 RECIPIENTS/SUBRECIPIENTS/SUBGRANTEES

3.4.1 Assurances of Compliance

3.4.1.1 It is the responsibility of the recipient/subrecipient/subgrantee to have, or to have access to, copies of the Workforce Innovation & Opportunity Act of 2014, the applicable Federal Regulations (to include all CFRs and OMB Circulars) and other pertinent documents referenced in this Agreement and with which compliance is required.

3.4.1.2 The recipient/subrecipient/subgrantee shall comply with the requirements of the Act and with Federal Regulations (hereinafter called the Regulations) and any revisions thereof.

The recipient/subrecipient/subgrantee shall operate its programs under this Agreement, and shall otherwise comply with the terms of the Agreement in such a manner as to prevent or correct any breach of the Awarding Entity's agreement with the U.S. Department of Labor.

3.4.1.4 The recipient/subrecipient/subgrantee must comply with the following federal regulations and requirements:

- 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
- 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
- OMB Circular A-87 (applies to state and local governments and federally recognized Indian tribal governments);
- OMB Circular A-21 (applies to public and private institutions of higher education);
- OMB Circular A-122 (applies to nonprofit organizations including nonreservation Indian organizations but not to educational institutions and hospitals);
- 48 CFR Part 31 (applies to commercial organizations);
- 29 CFR Part 95 which codifies OMB A-122;
- 29 CFR Part 97 which codifies OMB A-87;
- “Jobs for Veterans Act,” Public Law 107-288 and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Section 508 of the Rehabilitation Act of 1973, as amended;
- Age Discrimination Act of 1975, as amended;
- Title IX of the Education Amendments of 1972, as amended;
- Section 167 of the Job Training Partnership Act, as amended;
- Section 188 of the Workforce Innovation & Opportunity Act of 2014;
- Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
- Title VI of the Civil Rights Act of 1964, as amended;
- Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
- Equal Pay Act of 1963, as amended;
- CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA);

- Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
- Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
- Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
- Executive Order 11478 Equal Employment Opportunity in the Federal Government.

3.4.1.5 The recipient/subrecipient/subgrantee shall ensure that all its subrecipients/subgrantees comply with the federal cost principles applicable to the particular organization concerned.

3.4.2 Time of Performance

The activities specified in this Agreement are to be performed in accordance with schedules made as a part of this Agreement. All activities required and described herein shall be completed no later than the ending date of this Agreement, except as determined specifically by the Awarding Entity.

3.4.3 Satisfactory Performance

3.4.3.1 It is understood and agreed by and between the parties of this Agreement that the work is to be done to the satisfaction of the Awarding Entity. The Awarding Entity will interpret all reports and will decide the acceptability and progress of grant work, and will further decide the amount, classification and quality of kinds of work to be performed, and the amounts to be paid under this Agreement. The Awarding Entity will be the sole judge of the validity and the acceptability of claims, if any, made by the recipient/subrecipient/subgrantee, and the Awarding Entity's decision will be final, conclusive and binding on the parties concerned.

3.4.3.2 The recipient/subrecipient/subgrantee agrees that performance satisfactory to the Awarding Entity is essential to the life of this Agreement. Performance below relevant standards, as stated in the Agreement, will constitute non-compliance with the terms of this Agreement. It is the responsibility of the Awarding Entity to notify the recipient/subrecipient/subgrantee when it is not in compliance. It is the responsibility of the recipient/subrecipient/subgrantee to present a plan for corrective action including the date on which results of the corrective action may be expected, or to present just cause for modification of the performance standards.

3.4.3.3 Such plans or modifications shall be prepared and submitted in writing by the recipient/subrecipient/subgrantee to the Awarding Entity. The Awarding Entity may schedule meetings for the purpose of reviewing performance against the terms of this Agreement. All staff of the recipient/subrecipient/subgrantee performing services under this Agreement who are requested by the Awarding Entity to attend meetings shall be required by the recipient/subrecipient/subgrantee to attend such meetings as may be scheduled.

3.5 RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM & RESPONSIBILITIES

The recipient/subrecipient/subgrantee shall maintain a financial management system that provides federally required records and reports that are uniform in definition, accessible to authorized federal and state staff, and verifiable for monitoring, reporting, audit, program management, and evaluation purposes. Each system, at each recipient/subrecipient/ subgrantee level, shall provide fiscal control and accounting procedures that are in accordance with GAAP (Generally Accepted Accounting Principles).

The recipient/subrecipient/subgrantee must provide adequate, qualified staff to maintain the financial system and prepare the required reports. Proper internal controls are required to ensure separation of duties.

The recipient/subrecipient/subgrantee shall maintain fiscal records and supporting documentation for all expenditures of funds under this Agreement. Records must provide accurate, current, separate and complete disclosure of the status of funds received under this Agreement for each program activity by cost category including proper charging of costs and proper allocation of costs. The recipient/subrecipient/ subgrantee shall maintain accounts in such a way that they are traceable to source documentation of unit transactions, and shall maintain source documentation for all transactions. Fiscal records must be adequate enough to provide a comparison of actual expenditures with budgeted amounts for each recipient/ subrecipient/subgrantee.

The recipient/subrecipient/subgrantee shall establish and maintain a system by which it monitors its grants to: (1) ensure adequate financial management and compliance with Federal Regulations and the applicable provisions of this Agreement; and (2) ensure that each system is sufficient to:

- permit preparation of required reports;
- permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
- permit the tracing of program income, potential stand-in costs and other funds allowable except for funding limitations defined in the Act.

The recipient/subrecipient/subgrantee shall submit a financial report which includes a report of all costs incurred under the Agreement up to and including the last day of the month. These reports will include accruals for cost of goods and services received where payment will be made within the next 30 days. These reports are due by the twentieth (20th) day of the following month, according to the terms set forth in the grant agreement.

The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately if it files for bankruptcy; is involuntarily placed in bankruptcy or receivership; is sued in any Court; or otherwise becomes insolvent and unable to comply with this Agreement.

The recipient/subrecipient/subgrantee is liable to the Awarding Entity for any money it has received for performance of the provisions of this Agreement if the Awarding Entity has suspended or terminated this Agreement for the reasons enumerated in this Agreement.

Nothing in this Section shall be so construed as to relieve the recipient/subrecipient/subgrantee of the fiscal accountability and responsibility under the applicable OMB Circulars, the Act, Regulations and other U.S. Department of Labor regulations.

3.5.1 Method of Payment

3.5.1.1 Payment to the recipient/subrecipient/subgrantee shall not exceed the total face amount of the Agreement.

3.5.1.2 The recipient/subrecipient/subgrantee shall be reimbursed monthly for actual costs for the prior month and for accrued costs that will be paid within the next 30 days. Payments shall be requested by submitting a "Request for Payment/Fiscal Report".

3.5.1.3 The recipient/subrecipient/subgrantee may request a cash advance; however, an advance payment may not exceed one month's average expenditures. Documentation of how the amount was calculated must be attached with a cash advance request. Each situation will be reviewed to determine the need for a cash advance.

3.5.1.4 Request for funds will not be honored prior to receipt by the Awarding Entity of an Agreement signed by both parties.

3.5.1.5 All documents and policies must be submitted by the recipient/ subrecipient/subgrantee as requested by the Awarding Entity prior to the honoring of Requests for Payment(s).

3.5.2 Repayment and Adjustments in Payments

3.5.2.1 The recipient/subrecipient/subgrantee agrees to be responsible to repay the Awarding Entity any funds received pursuant to the Act that are not spent in strict accordance with the Act and with all applicable Federal Regulations and OMB Circulars.

3.5.2.2 If any funds are expended by the recipient/subrecipient/subgrantee in violation of the Act, the Regulations or Grant Conditions, the Awarding Entity may require necessary adjustments in payments to the recipient/subrecipient/subgrantee on account of such unauthorized or unallowable expenditures. The Awarding Entity may request the return of unexpended funds which have been made available in order to assure that they will be used in accordance with the purpose of the Act or to prevent further unauthorized or unallowable expenditures, and may withhold funds otherwise payable under the Agreement in order to recover any unallowable amounts expended.

3.5.2.3 If no further payments would otherwise be made under the Agreement during the current or subsequent fiscal year, the Awarding Entity may request a repayment of funds used for unauthorized or unallowable expenditures. Repayments shall be made from non-WIOA funds within thirty (30) calendar days of receipt of such request.

3.5.3 Closeouts

3.5.3.1 The recipient/subrecipient/subgrantee will submit a complete Grant Agreement Closeout Report to be received by the Awarding Entity no later than forty-five (45) calendar days after the expiration of the Agreement. The Awarding Entity will supply the closeout forms and instructions prior to the grant ending date.

3.5.3.2 Amended closeout package(s) will not be accepted after forty-five (45) calendar days of the expiration of the grant unless adjustments are required as a result of audit findings or other valid reasons. The Awarding Entity must be contacted as soon as possible in the event that a closeout adjustment is deemed necessary after the 60 day deadline.

3.5.3.3 Any funds advanced under this Agreement by the Awarding Entity to the recipient / subrecipient / subgrantee and either unspent or otherwise not properly obligated by the recipient / subrecipient / subgrantee must be returned to the Awarding Entity within three (3) calendar days from the date this Agreement terminates.

3.5.4 Cash Depositories

Consistent with the national goal of expanding opportunities for minority business enterprises, each recipient/subrecipient/subgrantee is encouraged to use minority-owned banks (a bank which is owned at least 50 percent by minority group members).

3.5.4.2 Recipients/subrecipients/subgrantees are not required to maintain a separate bank account, but shall separately account for federal funds on deposit.

3.5.5 Program Income

Income under any program administered by a public or private nonprofit entity may be retained by such entity only if such income is used to continue to carry out the program. Income shall include:

- receipts from goods or services (including conferences) provided as a result of activities funded under this title;
- funds provided to a service provider under this title that are in excess of the costs associated with the services provided;
- proceeds from the sale of real property or equipment purchased with WIOA grant funds;
- interest income earned from funds received during a grant award.

For purposes of this paragraph, each entity receiving financial assistance under this title shall maintain records sufficient to determine the amount of such income received and the purposes for which such income is expended.

3.5.5.3 The addition method, described at 29 CFR 95.24 or 29 CFR 97.25(g)(2) (as appropriate), must be used for program income earned under WIOA Title I grants. When the cost of generating program income has been charged to the program, the gross amount earned must be added to the WIOA program.

3.5.5.4 The recipient / subrecipient / subgrantee may retain any program income earned by the recipient / subrecipient / subgrantee only if such income is added to the funds committed to the particular WIOA grant under which it was earned and such income is used for WIOA purposes and under the terms and conditions applicable to the use of grant funds.

3.5.6 Indirect Costs

The recipient/subrecipient/subgrantee will not be reimbursed for any indirect costs under this Agreement until the recipient/subrecipient/ subgrantee has a current Indirect Cost Agreement executed and approved by a cognizant agency of the United States Government. Written documentation is required for an exemption of approval from the cognizant agency for the Indirect Cost Agreement. Indirect costs submitted for reimbursement must have an executed plan available for review as appropriate during regular monitoring visits.

3.5.7 Bonding Requirements for Advance Payments

3.5.7.1 Every office, director, agent or employee of the recipient/subrecipient/subgrantee of WIOA funds on a cash advance basis who is authorized to act on behalf of the recipient/subrecipient/subgrantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payments for program costs, shall be bonded to provide protection against loss.

The amount of coverage shall be the lower of the following:

- \$100,000; or
- the highest advance received through check or drawdown during the preceding grant year; or for new recipient/subrecipient/subgrantee, the highest advance through check or drawdown planned for the present grant period.

3.5.7.3 The recipient/subrecipient/subgrantee must obtain a Fidelity Bond that meets the following qualifications:

- The recipient/subrecipient/subgrantee shall be named as the insured.

- The period of coverage shall be no less than one year, with a discovery period of no less than three years subsequent to cancellation or termination of the Bond.
- The Bond evidencing such coverage as required under WIOA Agreement shall contain the following endorsement:
- If the Bond covers advance payments under grants/contracts from more than one agency, a recovery is provided for each government agency.

3.5.7.4 No cancellation, termination, or modification of this Bond shall take effect prior to the expiration of thirty-five (35) days after written notice of the cancellation, termination or modification, together with suitable identification of the Bond and named insured has been sent by registered letter to the Awarding Entity at its official address.

3.5.7.5 The recipient/subrecipient/subgrantee shall ensure that its sub-contractors, if any, also maintain Bonds in accordance with this Section.

3.5.8 Legal Fees

3.5.8.1 No funds available for administrative costs under this Agreement (including an administrative cost pool) may be used by the recipient/subrecipient/subgrantee for payment of legal or other associated services unless and until the Awarding Entity receives and approves the recipient's/subrecipient's/subgrantee's certification containing, at a minimum, the following assurances:

- the payments are reasonable in relation to the fees charged by other recipients / subrecipients / subgrantees providing similar services; and
- the services could not be competently provided through employees of the recipient / subrecipient / subgrantee or other available state or local government employees.

3.5.8.2 In the event the Awarding Entity so requires, the recipient/subrecipient/ subgrantee shall submit supporting documents relevant to the certification in the manner and form the Awarding Entity specifies.

3.5.8.3 Legal expenses for the prosecution of claims against the federal government, including appeals to an Administrative Law Judge, are unallowable.

3.5.8.4 This Section shall not be construed as requiring the Awarding Entity's approval or disapproval of any individual who may be selected as legal counsel, or as the Awarding Entity's approval or disapproval of the use of legal counsel in general. In the event the recipient/subrecipient/ subgrantee elects to employ legal services, such services shall be subject to the provisions of this Agreement.

3.5.9 Assignment of Interest

The recipient/subrecipient/subgrantee must obtain the prior written consent of the Awarding Entity before assigning any interest in this Agreement.

3.5.10 Meetings, Conferences and Travel Payments

3.5.10.1 Recipients of WIOA funds are governed by the requirements found in 48 CFR Chap 1, Part 31, 205-46 (a) as referenced in OMB Circular A-87, which state that travel per diem rates and other travel rates are “considered to be reasonable and allowable only to the extent they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration (GSA), for travel in the contiguous United States...”

The Awarding Entity shall reimburse the recipient/subrecipient/subgrantee for proper travel and per diem expenses at rates which are in accordance with the recipient’s/subrecipient’s/subgrantee’s approved "local travel policy". The recipient’s/subrecipient’s/subgrantee’s "local travel policy" shall consist of a written statement delineating the rates that the recipient/subrecipient/ subgrantee shall use in computing travel and per diem expenses of its employees. The Awarding Entity shall review the "local travel policy" after submission by the recipient/subrecipient/ subgrantee and shall approve it after the Awarding Entity determines that it is reasonable and otherwise acceptable for the purpose of this Agreement.

3.5.10.2 Travel costs for personnel supported by the grant award are allowable when the travel is specifically related to the operation of programs under the Act. Payment for travel shall be made only as it applies to the scope of the grant, is necessary and reasonable, and follows all local travel policies.

The recipient/subrecipient/subgrantee must follow local travel policies before it can use funds received under this Agreement to pay for travel and per diem, except travel to areas designated by the Awarding Entity for consultation or training.

3.5.10.4 Budgeted expenses for meetings and/or conferences are allowable when their primary purpose is the dissemination of technical information relating to the WIOA program and when they are consistent with regular practices and local travel policies followed for other activities of the recipient/subrecipient/subgrantee. Allowable costs under WIOA grant awards must be necessary and reasonable for proper and efficient administration of the program; be justifiable; be in accordance with applicable OMB Circulars; and not be a general expense required to carry out the overall responsibilities of state or local government.

3.5.10.5 The Awarding Entity may schedule a meeting for the purpose of reviewing performance against the terms of this Agreement. All staff of the recipient/ subrecipient/subgrantee performing services under this Agreement who are requested by the Awarding Entity to attend meetings shall be required to attend such meetings as often as necessary.

3.5.11 Prevention of Fraud and Abuse

The recipient/subrecipient/subgrantee shall establish, maintain, and utilize internal program management procedures sufficient to provide for the effective management of all activities funded in whole or in part under this Agreement.

3.5.11.2 In addition to the requirements imposed elsewhere in this Agreement, the recipient / subrecipient / subgrantee shall ensure that sufficient, auditable, and otherwise adequate records are maintained which support the expenditure of all funds received through this Agreement. Such records shall be sufficient to allow the United States Department of Labor, the State, and the Awarding Entity to audit and monitor the recipient/ subrecipient/subgrantee and shall include the maintenance of a Management Information System.

3.5.11.3 No officer, employee or agent of the recipient/subrecipient/subgrantee shall solicit or accept gratuities, favors or anything of monetary value from any supplier or potential supplier of goods or services under the Act.

3.5.11.4 The recipient/subrecipient/subgrantee shall spend no funds directly or indirectly for programs pursuant to the Act for payment of a fee for the placement of any persons in a training or employment program under this Act.

3.6 PARTICIPANT DATA SYSTEM

3.6.1 Participant Information

The recipient/subrecipient/subgrantee shall maintain a participant data system that provides a record of participant information as described therein to include:

- a record of each applicant for whom an application has been completed and a formal determination of eligibility or ineligibility made;
- a record of each participant's enrollment sufficient to demonstrate compliance with the eligibility criteria of a particular program, activity and other restrictions imposed by the Act; and
- other information as necessary and/or as outlined in the scope of work to develop and measure the achievement of performance standards and monitor equal opportunity.

3.6.2 Recipient/Subrecipient/Subgrantee Responsibilities

Recipient/subrecipient/subgrantee responsibilities are specified in the Participant Data System Manual for WIOA subrecipients/subgrantees. The procedures and forms in this manual are, hereby, incorporated into these terms and conditions. Recipient/subrecipient/subgrantee responsibilities include, but are not limited to:

- preparation and submission of all necessary forms and reports required by the Awarding Entity within the time specified by the Awarding Entity;
- eligibility determination and certification of applicant eligibility, as applicable;
- tracking and ensuring participants' maximum in program activities, program duration and other constraints imposed by the Act;
- submission of such other reports, data and information on the operation and performance of this Agreement as may be required by the Awarding Entity;
- maintaining a system that provides a complete and accurate record of participant's status, characteristics, exit and employment data which shall be used by the Awarding Entity to measure accomplishments or performance in achieving the objectives stated in this Agreement.

All reporting forms authorized and/or procedures developed by the Awarding Entity may be modified at the discretion of the Awarding Entity.

3.7 PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS

3.7.1 Payments to Participants

3.7.1.1 Needs-Related Payments – Funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide needs-related payments to adults and dislocated workers, respectively, who are unemployed and do not qualify for (or have ceased to qualify for) unemployment compensation and trade readjustment allowances for the purpose of enabling such individuals to participate in programs of training services under subsection (d)(4).

The level of a needs-related payment made to a dislocated worker under this paragraph shall not exceed the greater of:

- the applicable level of unemployment compensation;
- the applicable level of trade adjustment assistance; or
- if such worker did not qualify for unemployment compensation or trade readjustment allowances, an amount equal to the poverty level for an equivalent period, which amount shall be adjusted to reflect changes in total family income.

3.7.1.2 OJT Compensation - The recipient/subrecipient/subgrantee shall ensure that participants in On-the-Job Training are compensated by the employer at the same rates, including periodic increases not related to individual performance, as similarly situated employees or trainees. In no event shall compensation be less than the highest of the minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended, or applicable state or local minimum wage laws.

3.7.2 Benefits and Working Conditions

3.7.2.1 Conditions of employment or training will be appropriate and reasonable with regard to the type of work; the geographical region; and proficiency of the participant.

3.7.2.2 Training and related services will be provided to the extent practical, consistent with every participant's fullest capabilities, and lead to unsubsidized employment opportunities which will enable participants to become economically self-sufficient.

3.7.2.3 Each participant in an On-the-Job Training; other work related training; and work-experience shall be assured of Workers' Compensation, including medical and accident, at the same level and to the same extent as others similarly employed who are covered by a Workers' Compensation statute or system.

3.7.2.4 Each participant who is employed in OJT; work-related training; or work-experience where others similarly are employed and are not covered by an applicable Workers' Compensation statute, shall be provided with medical and accident insurance' benefits. Such benefits shall be adequate and comparable to the medical and accident insurance provided under the applicable State Workers' Compensation statute. Subrecipients/ subgrantees are not required to provide these participants with income maintenance coverage.

3.7.2.5 Each participant enrolled in other than On-the-Job-Training or work-related activities shall be provided with adequate on-site medical and accident insurance.

3.7.2.6 Each participant prior to entering employment or training shall be informed of the name of his or her employer and of his or her rights and benefits in connection with such employment and training.

3.7.2.7 No participant will be required or permitted to work; be trained, or receive service in buildings or surroundings; or under working conditions that are unsanitary, hazardous or dangerous to his or her health or safety. Participants employed or trained for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. Training will be conducted in a commercial building. Residential buildings are not considered suitable training sites.

3.7.2.8 Unemployment Compensation costs are allowable for staff hired, in accordance with the administrative provisions of the Regulations, and for On-the-Job-Training participants to be covered for Unemployment Compensation purposes.

3.7.3 Supportive Services

Supportive services may be provided to participants through in-kind or cash assistance, or by arrangement with another human service agency, when necessary, to enable an individual to participate in activities authorized under WIOA.

3.7.4 Retirement Programs

The Act provides for temporary training and employment; therefore, the inclusion of WIOA participants in a retirement program is prohibited.

3.7.5 Child Labor

The recipient/subrecipient/subgrantee will comply with the Hazardous Occupations order issued pursuant to the Fair Labor Standards Act and set forth at 19 CFR Section 570.50 et seq., with respect to the employment of youth under eighteen years of age; with the Child Labor Law Standards of 29 CFR Section 570.13 et seq., with respect to the employment of youth aged fourteen and fifteen; and all applicable state and local child labor laws. The recipient/subrecipient/subgrantee is responsible for ensuring that its subrecipients/subgrantees, if any, maintain compliance with the laws enumerated in this Section.

3.8 REQUIREMENTS FOR RECORDS

All records required under this Agreement, the Act, Regulations and applicable Circular shall be the responsibility of recipient/subrecipient/ subgrantee. Retention of, and access to, such records shall be provided in accordance with 29 CFR 97.42 and 95.53.

The recipient/subrecipient/subgrantee shall retain all records including financial, statistical, property, participant records and supporting documentation for three (3) years after the recipient/subrecipient/ subgrantee submits to the Awarding Entity its final expenditure report for that funding period. Records for nonexpendable property shall be retained for a period of three (3) years after final disposition of the property.

The recipient/subrecipient/subgrantee shall retain records beyond this period if any litigation or audit is begun or if a claim is instituted involving this Agreement covered by the records. In such instances, the recipient/ subrecipient/subgrantee shall retain records until the litigation, audit or claim has been finally resolved.

In the event of the termination of a relationship, the Awarding Entity shall be responsible for the maintenance and retention of the records of a recipient/subrecipient/subgrantee unable to retain them.

A recipient/subrecipient/subgrantee who goes out of business or is unable to retain records as described above will transfer all records above to the Awarding Entity in an orderly manner. Each box will be labeled and in acceptable condition for storage. The Awarding Entity will inventory the contents of each box prior to or upon acceptance.

3.8.1 Substitution of Microfilm

Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

3.8.2 Right of Access to Records

3.8.2.1 The Awarding Entity; the U. S. Department of Labor; the Office of the Inspector General; the Comptroller General of the United States; or any of their authorized representatives have the right of timely and reasonable access to all records of the recipient/subrecipient/subgrantee that are pertinent to this Agreement.

3.8.2.2 This right also includes timely and reasonable access to recipient/ subrecipient/subgrantee personnel at all levels for the purpose of interview and discussion related to such records.

3.8.2.3 The recipient/subrecipient/subgrantee understands that the right of access is not limited to the required retention period but shall last as long as the records are retained.

3.8.2.4 The recipient/subrecipient/subgrantee may not otherwise divulge registrant/participant information without permission of the registrant/ participant.

3.8.3 Fees

The recipient/subrecipient/subgrantee may charge a fee for processing a request for a record to the extent the cost is sufficient to recover the cost applicable to processing such request.

3.9 PROCUREMENT

Each recipient/subrecipient/subgrantee shall establish and implement procurement standards to ensure fiscal accountability and prevent waste, fraud and abuse in programs funded under the Act.

Each recipient/subrecipient/subgrantee shall have written procedures for procurement transactions. These procedures shall comply at a minimum with Federal and State requirements, and may reflect applicable local laws and regulations, provided that they do not conflict with WIOA policy.

Funds awarded under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from federal, state or local sources unless it is demonstrated that the WIOA-funded alternative services or facilities would be more effective or more likely to achieve performance goals.

The recipient/subrecipient/subgrantee shall conduct procurement in a manner that provides full and open competition.

3.9.1. Methods of Procurement

3.9.1.1 The recipient/subrecipient/subgrantee shall use one of the following methods of procurement appropriate for each procurement action in accordance with its local procurement policy:

- **Small Purchase Procedures:** simple and informal procurement methods for securing services, supplies or other property. This procedure must at a minimum follow the SC Consolidated Procurement Code. Price or rate quotations must be documented from an adequate number of qualified sources.
- **Sealed Bids (Formal Advertising):** publicly solicited procurement for which a firm fixed-price contract (lump sum or unit price) or other fixed-price arrangement is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the Invitation for Bids, is the lowest in price. Bids shall be solicited from three or more responsible bidders. If bids to a solicitation are not received, the recipient/subrecipient/subgrantee may determine the fair market value from three or more Internet vendors and then proceed with the purchase.
- **Competitive Proposals:** normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type of contract is awarded. Each competitive proposal process must include a documented methodology for technical evaluations and awarded to responsible Proposer whose proposal is most advantageous to the program with price, technical and other factors considered. This method is generally used when conditions are not appropriate for the use of sealed bids.
- **Non-Competitive Proposals (Sole Source):** procurement through solicitation of a proposal from only one source, when that vendor has proprietary goods, or after solicitation of a number of sources, competition is determined inadequate.

3.9.1.2 Each recipient/subrecipient/subgrantee shall minimize the use of sole source procurement to the extent practicable, but in every case, the use of sole source procurement shall be justified and documented and in accordance with its procurement policies. Procurement by non-competitive proposals may be used only when the award of a grant/ contract is infeasible under small purchase procedures, sealed bids, or competitive proposals. All methods should be exhausted before a non-competitive procurement can be determined.

3.9.1.3 The recipient/subrecipient/subgrantee shall perform cost or price analysis in connection with every procurement action, including grant/contract modifications. The methods and degree of analysis depends on the facts surrounding the particular procurement and pricing situation, but at a minimum, the recipient/subrecipient/subgrantee shall make independent estimates before receiving bids or proposals.

3.9.1.4 Procurement under the Act shall not permit excess program income for non-profit and governmental entities or excess profit for private-for-profit entities.

The "cost plus a percentage of cost" method of procurement is prohibited under this Agreement.

3.9.1.6 The recipient/subrecipient/subgrantee shall conduct and document oversight to ensure compliance with the procurement standards, in accordance with the requirements of the WIOA Regulations.

3.9.1.7 Each recipient/subrecipient/subgrantee shall maintain records sufficient to detail the significant history of procurement. These records shall include:

- rationale for the method of procurement;
- the selection of contract type; and
- contractor selection or rejection and the basis for the grant/contract type.

3.9.1.8 All methods of procurement must include language to ensure that all recipients/subrecipients/subgrantees are fully aware of the Jobs for Veterans requirements and of their obligation to design and deliver services accordingly. Such language may include:

This program is subject to the provisions of the “Jobs for Veterans Act,” Public Law 107-288 and 20 CFR Part 1010 (Final Rule) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program’s eligibility requirements.

3.9.1.9 The recipient/subrecipient/subgrantee shall comply with all applicable provisions of the Act; regulations; OMB Circulars; and issuances and Instructions from the Awarding Entity in implementing its procurement system.

3.9.2 Selection of Service Providers through Formal Grant Process

3.9.2.1 Each recipient/subrecipient/subgrantee, to the extent practicable, shall select service providers by using a competitive grant application process.

3.9.2.2 Awards are to be made to organizations possessing the ability to perform successfully under the terms and conditions of a proposed subgrant or contract.

3.9.2.3 Proper consideration shall be given to community-based organizations, including women's organizations, with knowledge about or experience in non-traditional training for women, which are recognized in the community in which they are to provide services.

3.9.2.4 Recipients/subrecipients/subgrantees are encouraged to utilize qualified minority firms where cost and performance of major grant work will not conflict with funding or time schedules.

3.9.3 Conflict of Interest

3.9.3.1 No employee of the recipient/subrecipient/subgrantee; no member of the recipient/subrecipient/subgrantee governing board or body; and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his personal monetary interest.

3.9.3.2 The recipient/subrecipient/subgrantee agrees that none of its employees or officers has an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The recipient/subrecipient/subgrantee further agrees that in the performance of this Agreement no person having any such interest shall be employed. The recipient/subrecipient/subgrantee will establish safeguards to prevent its staff members or subcontractors from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others, particularly those with whom they have family, business or other ties. The recipient/subrecipient/subgrantee will require all subcontractors to comply with this Section as a condition of award.

3.9.3.3 As an additional limitation to any imposed by applicable state or local law, no member of any council or board which has a function related to the performance of this Agreement shall cast a vote on any matter which has a direct bearing on services to be provided by that member (or any organization which that member directly represents) or vote on any matter which would financially benefit the member of the organization which the member represents.

3.9.3.4 No non-governmental individual, institution or organization shall be paid funds provided under this Act to conduct an evaluation of any program under the Act if such individual, institution or organization is associated with that program as a consultant or technical advisor, or in any similar capacity.

3.9.3.5 The recipient/subrecipient/subgrantee shall not enter into any agreement in violation of state or local law or ordinance during the course of its performance of this Agreement.

3.9.4 Nepotism

3.9.4.1 No relative by blood, adoption or marriage of any executive or employee of the recipient/subrecipient/subgrantee shall receive favorable treatment for enrollment into services provided by, or employment with, the recipient/subrecipient/subgrantee.

3.9.4.2 The recipient/subrecipient/subgrantee shall also avoid entering into any agreements for services with a relative by blood, adoption or marriage. For the purpose of this Agreement, "relative by blood, adoption or marriage" to the sixth degree shall include: wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild, grandparents, great-grandparents and cousins within the sixth degree. When it is in the public interest for the recipient/subrecipient/subgrantee to conduct business (only for the purpose of services to be provided) with a relative, the recipient/subrecipient/subgrantee shall obtain approval from the Awarding Entity before entering into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

3.9.4.3 The recipient/subrecipient/subgrantee assures that all subcontractors under this Agreement will comply with the nepotism requirements and shall include these requirements in its contracts that have, or are expected to have, an aggregate value exceeding \$10,000 within a twelve-month period.

3.9.5 Conducting Business Involving Close Personal Friends and Associates

Executives and employees of the recipient/subrecipient/subgrantee will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates in administering the Agreement, and will exercise due diligence to avoid this influence.

3.9.6 Property Management Standards

3.9.6.1 Real property, equipment, supplies and intangible property acquired or produced by States and governmental recipient/subrecipient/subgrantee, with WIOA funds, shall be governed by the definitions and property requirements at 29 CFR Part 97, except that prior approval by the Department of Labor to acquire property is waived. Non-governmental recipients/subrecipients/subgrantees shall be governed by the definitions and property management standards of OMB Circular A-110, as codified by administrative regulations of the Department of Labor in 29 CFR Part 95, except that prior approval by the Department of Labor to acquire property is waived.

3.9.6.2 The recipient/subrecipient/subgrantee shall follow and comply with procurement and property management procedures issued by the Awarding Entity and any future amendments, in addition to the minimum standards of its own procurement system, in the acquisition of equipment, property, supplies, maintenance, and repairs when using funds provided by the Workforce Innovation & Opportunity Act of 2014.

3.9.6.3 The recipient/subrecipient/subgrantee shall not purchase, lease, rent, trade, transfer or dispose of any non-expendable personal property without prior approval of the Awarding Entity.

A recipient/subrecipient/subgrantee shall not acquire equipment with an acquisition/unit cost of \$5,000 or more per unit without the prior, written approval of the Awarding Entity. Approval of the recipient/subrecipient/ subgrantee budget does not constitute prior approval for purchases.

3.9.6.5 The recipient/subrecipient/subgrantee shall notify the Awarding Entity immediately of acquisitions with WIOA funds. Such notification shall include the location of the property and other related acquisition information required by the Awarding Entity for inventory purposes. Expendable personal property purchased shall be maintained in accordance with the U.S. Department of Labor's One Stop Comprehensive Financial Management Technical Assistance Guide, Chapter II-11.

3.9.6.6 Subject to these provisions, the recipient/subrecipient/subgrantee shall not enter a lease-purchase agreement without prior written approval from the Awarding Entity. In the event a lease or lease-purchase agreement is entered into, the first option-to-buy right rests with the Awarding Entity. The Awarding Entity will, at its discretion, exercise option to buy and take title to the item.

3.9.6.7 In the event that the recipient/subrecipient/subgrantee is indemnified, reimbursed or otherwise compensated by a third party for any loss, destruction of or damage to the property acquired with funds received under this Agreement, the recipient/subrecipient/subgrantee shall, as

directed by the Awarding Entity, use such money to repair, renovate or replace the property; credit such proceeds against the state's liabilities to the recipient/subrecipient/subgrantee; or reimburse the Awarding Entity. In the event of damage or loss of a WIOA vehicle, the insurance payments shall be made to the Awarding Entity or entity holding title to the vehicle.

3.9.6.8 It is understood and agreed by the parties hereto that title to any non-expendable personal property furnished by the U. S. Department of Labor or the Awarding Entity to the recipient / subrecipient / subgrantee for use in connection with programs under this Agreement shall remain vested in the Awarding Entity. Title to property acquired or produced by a recipient / subrecipient / subgrantee that is a commercial organization shall vest in the Awarding Entity. It is further understood and agreed that title to non-expendable personal property purchased with funds received under this Agreement shall be vested in the Awarding Entity and records of non-expendable property purchased shall be maintained in accordance with the U.S. Department of Labor Property Management and the South Carolina WIOA Procurement Standards.

3.9.6.9 The recipient/subrecipient/subgrantee may spend funds received under this Agreement within the limits prescribed in the budget of this Agreement, subject to the other provisions of this Section, for the acquisition of or rental or leasing of supplies, equipment and materials for participants; for the rental or leasing of real property; and for equipment ordinarily provided by the employer to regular employees.

3.9.6.10 The recipient/subrecipient/subgrantee will maintain an up-to-date inventory of all WIOA property in its custody, and implement adequate maintenance procedures to keep the property in good condition.

3.10 CHANGES AND MODIFICATIONS

3.10.1 Amendments

3.10.1.1 Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal laws, or federal regulations, promulgated pursuant thereto or, by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIOA Information Series; or (4) Awarding Entity Instructions are automatically incorporated into this Agreement without written amendment hereto, and shall go into effect on the date designated by the law, regulation or instruction.

3.10.1.2 If the recipient/subrecipient/subgrantee cannot conform to the changes required by federal laws, or federal regulations promulgated pursuant thereto, or by (1) State Instructions; (2) Department of Labor Field Memorandums; (3) Department of Labor WIOA Information Series; or (4) Awarding Entity Instructions, the recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing no later than the effective date of such law or regulation that it cannot conform. The Awarding Entity shall then establish the standards for the termination of the recipient/subrecipient/ subgrantee programs and shall terminate the Agreement as soon as practical. The best interest of the participant shall be the primary consideration in establishing the standards for such termination.

3.10.1.3 It is understood and agreed by the parties hereto that this Agreement must at all times be in compliance with the Act and Regulations promulgated pursuant to the Act, and that changes, interpretations, and clarifications of the Act and Regulations to be made by the U.S. Department of Labor during the Agreement period will have the effect of qualifying the terms of this Agreement.

3.10.2 Modifications

3.10.2.1 Except as provided otherwise herein, any alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing and executed by both parties of this Agreement.

3.10.2.2 The recipient/subrecipient/subgrantee may transfer funds within cost categories provided:

- the transfer will not increase the monetary obligations of the Awarding Entity;
- the transfer will not increase the total amount allocated to any single cost category in the budget;
- the transfer will not decrease the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; or (3) the individuals to be served within significant client groups of the Agreement;
- the transfer will not significantly change the nature or scope of the program funded under this Agreement. Exception: Any and all changes in personnel, fringe benefits and indirect cost must have prior approval of the Awarding Entity.

3.10.2.3 The recipient/subrecipient/subgrantee may transfer funds between line items if the transfer does not change the line item value by more than 10%.

3.10.2.4 The recipient/subrecipient/subgrantee may increase the cumulative number of (1) individuals to be served; (2) the planned enrollment levels in each program activity; (3) the planned placement terminations in each program activity; or (4) the individuals to be served within significant client groups as specified in the Agreement, provided that the level of funds does not exceed the cost categories of the Agreement or latest modification.

3.10.2.5 The Awarding Entity may at any time, by written order, make changes within the general scope of this Agreement. If any such change causes an increase in the cost of, or time required for, performance of any part of the program under this Agreement, whether changed or not by such order, an equitable adjustment shall be made in the Agreement amount or completion date, or both, and the Agreement shall be modified in writing accordingly.

3.10.2.6 In accordance with these provisions herein, the Awarding Entity will not guarantee a modification to provide additional funds to cover expenditures on the part of the recipient/subrecipient/subgrantee during or after the period of this Agreement.

3.11 SUBCONTRACTING AND MONITORING

3.11.1 Sub-tier Agreements

3.11.1.1 The recipient/subrecipient/subgrantee may purchase or subcontract for the services and/or activities specified in the Program Work Statement and Budget of this Agreement only with the prior written approval of such subcontracts and subcontractors by the Awarding Entity, and in accordance with procurement requirements in the U.S. Department of Labor's One Stop Comprehensive Financial Management Technical Assistance Guide, Chapter II-10 and the South Carolina Consolidated Procurement Code, as amended. The recipient/subrecipient/subgrantee, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the Awarding Entity is in no way liable to the subcontractor. In order to assure the Awarding Entity of strict performance of this Section, the recipient/subrecipient/subgrantee must submit to the Awarding Entity subcontract Agreements for review upon request.

3.11.1.2 In no event shall any provision of this Section specifically be construed as relieving the recipient/subrecipient/subgrantee of the responsibility for ensuring that the performance provided under all subcontracts conforms to the terms and provisions of this Agreement.

Awarding Entity review under this Section does not constitute adoption, ratification or acceptance of the recipient's/subrecipient's/subgrantee's performance under this Agreement. The Awarding Entity does not waive any right of action which may exist or which may subsequently accrue to the Awarding Entity under this Agreement.

The recipient/subrecipient/subgrantee will ensure that its subcontractors, if any, do not subcontract for any performance or partial performance of an activity or service provided or to be provided through this Agreement.

3.11.1.5 The recipient/subrecipient/subgrantee will not subcontract for any part of its performance under this Agreement where such proposed subcontract would result in a violation of the Agreement; the Regulations promulgated under the Act; the Act itself; or any other applicable federal, state or local laws.

3.11.1.6 Grants/Subcontracts must include language to ensure that all recipients/subrecipients/subgrantees are fully aware of the Jobs for Veterans requirements and of their obligation to design and deliver services accordingly. Such language may include:

This program is subject to the provisions of the "Jobs for Veterans Act," Public Law 107-288 and 20 CFR Part 1010 (Final Rule) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

3.11.2 Monitoring

The recipient/subrecipient/subgrantee, unless specifically relieved of this responsibility elsewhere in this Agreement, is required to monitor the program of its subcontractors, if any, to ensure compliance with the Act and the Regulations and the provisions of the sub-agreement. All monitoring visits must be documented by written reports.

3.12 TERMINATION PROVISIONS

The performance of work under this Agreement may be terminated by the Awarding Entity, in whole or in part, for either of the following circumstances:

3.12.1 Termination for Convenience

3.12.1.1 The performance of work under the Agreement may be terminated, in whole or in part, by the Awarding Entity whenever it determines that such termination or suspension is in the best interest of the Awarding Entity. Termination of work hereunder shall be effected by delivery to the recipient/subrecipient/subgrantee of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than ten (10) working days after receipt of notice thereof.

3.12.1.2 Following receipt of the Notice of Termination, the recipient/subrecipient/ subgrantee shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment and miscellaneous items. In addition, the recipient/subrecipient/subgrantee shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such cancelled commitments, the recipient/subrecipient/subgrantee agrees to:

- settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and
- assign to the Awarding Entity, at the time and to the extent directed by the Awarding Entity, all of the rights, title, and interest of the recipient/subrecipient/subgrantee under the orders and subcontracts so terminated. The Awarding Entity shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

3.12.2 Termination for Cause

3.12.2.1 The Awarding Entity may terminate this Agreement when it has determined that the recipient/subrecipient/subgrantee has failed to provide any of the services specified or comply with any of the provisions contained in this Agreement. If the recipient/subrecipient/subgrantee fails to perform in whole or in part, or fails to make sufficient progress so as to endanger performance, the Awarding Entity will notify the recipient/subrecipient/subgrantee of such unsatisfactory performance in writing. The recipient/subrecipient/subgrantee has fifteen (15) calendar days in which to respond with a plan agreeable to the Awarding Entity for correction of the deficiencies.

If the recipient / subrecipient / subgrantee does not respond within the appointed time, or does not respond with appropriate plans, the Awarding Entity may serve a termination notice on the recipient/subrecipient/subgrantee, which will become effective within ten (10) calendar days after receipt. In the event of such termination, the Awarding Entity shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

3.12.2.2 The recipient/subrecipient/subgrantee shall have the right to appeal any such determination made by the Awarding Entity to the Local Workforce Development Board (LWDB) within ten (10) calendar days.

When the recipient/subrecipient/subgrantee has failed to submit his appeal within ten (10) calendar days from the date of the termination notice and has failed to request extension of such time, he shall have no such right of appeal.

In the case of state grants, the appeal will be made to the State Workforce Development Board. The same time parameters and conditions apply as those for the LWDB.

3.12.2.3 Upon termination of the Agreement, in any case where the Awarding Entity has made a determination of the amount due the recipient/ subrecipient/subgrantee, the Awarding Entity shall pay the recipient/ subrecipient/subgrantee according to the following:

- if there is no right of appeal hereunder or if no timely appeal has been made, the amount so determined by the Awarding Entity; or
- if an appeal has been made, the amount finally determined on such appeal.

3.12.2.4 In arriving at the amount due the recipient/subrecipient/subgrantee under this clause, there shall be deducted:

- all unliquidated advance or other payments on account made to the recipient/subrecipient/subgrantee applicable to the terminated portion of this Agreements;
- any claim which the Awarding Entity may have against the recipient/subrecipient/subgrantee in connection with this Agreement; and
- the negotiated price for, or the proceeds from the sale of any materials, supplies or other items acquired by the subrecipient/ subgrantee, or sold, pursuant to the provisions of this clause and/or otherwise covered by or credited to the Awarding Entity.

3.12.2.5 If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the recipient/subrecipient/ subgrantee may file with the Awarding Entity a request in writing for an equitable adjustment to the price or prices specified in the Agreement relating to the continued portion.

3.12.2.6 Upon termination of this Agreement for any reason, the recipient/subrecipient/subgrantee shall return to the Awarding Entity, within fifteen (15) calendar days after receipt of a written request, all property furnished to the recipient/subrecipient/subgrantee by the U.S. Department of Labor or the Awarding Entity and all records pertaining to this Agreement and its programs. The recipient / subrecipient / subgrantee shall return such property and records in the manner prescribed by the Awarding Entity. Between the date of termination of the Agreement and the date of return of the property and records, the recipient/subrecipient/ subgrantee shall protect such property and records from damage, loss or destruction.

3.12.2.7 Otherwise, the recipient/subrecipient/subgrantee shall preserve records relating to this Agreement as provided in Section 3.8, Requirements for Records.

3.12.2.8 In cases of fraud or illegal activities, the Awarding Entity has the right to initiate the process to seize the WIOA numbered bank account or any other account which contains WIOA funds up to the amount to be returned.

3.13 AUDITS

3.13.1 Audits and Inspections

3.13.1.1 At any time during normal business hours and as often as the U.S. Department of Labor, U.S. Comptroller General, State Auditor of South Carolina or Awarding Entity may deem necessary, the recipient/ subrecipient/subgrantee shall make available for examination all of its records with respect to all matters covered by this Agreement. These agencies have the authority to audit, examine, and make copies of excerpts or transcripts from records, including all grants, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement:

- the Awarding Entity shall have the authority to examine the books and records used by the recipient/subrecipient/subgrantee in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the Awarding Entity, the Awarding Entity reserves the right to withhold any or all of its funding to the recipient/subrecipient/ subgrantee until such time as they do meet these standards;
- the Awarding Entity shall have the authority to examine all forms and documents used including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the recipient/ subrecipient/subgrantee until such time as they do meet these standards;
- the Awarding Entity may require the recipient/subrecipient/subgrantee to use any or all of its accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement;
- the Awarding Entity reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled or advanced in any way, tangible

or intangible. Such sites may include the home office, and branch office or other locations of the recipient/subrecipient/subgrantee if such sites or the activities performed thereon have any relationship to the program covered by this Agreement;

- the Awarding Entity shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement; and
- subject to the discretion of the Awarding Entity, certain authorized members of the Awarding Entity shall have the right to be present at any and all of the recipient's / subrecipient's / subgrantee's staff meetings, Board of Director's meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Agreement.

3.13.1.2 When a fiscal or special audit determines that the recipient/subrecipient/ subgrantee has expended funds which are questioned under the criteria set forth herein, the recipient/subrecipient/ subgrantee shall be notified and given the opportunity to justify questioned expenditures prior to the Awarding Entity's final determination of the disallowed costs, in accordance with the procedures established under WIOA.

The recipient/subrecipient/subgrantee is liable to repay such amounts from funds other than funds received under this Act, upon a determination that the improper expenditure of funds was due to willful disregard of the requirements of this Act, gross negligence or failure to observe accepted standards of administration.

3.13.2 Audit Reports

In accordance with OMB Circular A-133, the recipient/subrecipient/ subgrantee must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

3.14 GENERAL ASSURANCES

In administering programs under WIOA, the recipient/subrecipient/ subgrantee assures and certifies that it will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91.646) which requires fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

3.14.1 Equal Opportunity

3.14.1.1 The recipient/subrecipient/subgrantee is prohibited from discriminating on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs funded under WIOA, as amended, in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIOA-funded program or activity.

As a condition to the award of financial assistance from the Department of Labor Title I under WIOA, the grant applicant assures, with respect to operation of this WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation & Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United State or participation in any WIOA Title I-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

Section 508 of the Rehabilitation Act of 1973, as

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIOA and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

3.14.1.4 Affirmative Action (Executive Order 11249, as amended by Executive Order 11375, and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended)

Executive Order 11246 prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

Institutions or agencies with federal grants or contracts of \$50,000 or more and 50 or more employees are required to develop a written Affirmative Action Plan to overcome the effects of past discrimination and to facilitate optimal utilization of qualified women and minorities throughout the workforce. An Affirmative Action Plan must contain a workforce utilization analysis to identify those areas in which women and minorities are under-utilized, a review of all employment policies and practices to identify and to eliminate any sources of discrimination, and

a statement of numerical goals and timetables for the correction of any under-utilization identified. Although the grant or contract may involve only one unit within the institution or agency, the Affirmative Action Plan must cover all employees throughout the institution.

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on disability. Section 503 of the Rehabilitation Act of 1973 prohibits discrimination and requires employers with federal contracts or subcontracts that exceed \$10,000 to take affirmative action to hire, retain, and promote qualified individuals with disabilities.

The recipient/subrecipient/subgrantee will not discriminate against any employee or applicant for employment or training because of physical or mental disability in regard to any position for which the employee or applicant for employment is otherwise qualified. The recipient/subrecipient/subgrantee shall establish an Affirmative Action Plan for outreach to, and training, placement and advancement of, individuals with disabilities in employment and training programs under the Act.

3.14.2 Veterans Employment

It is required that programs supported under section 168 of WIOA are coordinated, to the maximum extent feasible, with related programs and activities conducted under Title 38 of the United States Code.

3.14.3 Relocation

3.14.3.1 No funds provided under this title shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.

3.14.3.2 No funds provided under this title for an employment and training activity shall be used for customized or skill training, on-the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.

3.14.4 Disputes and Court Action

The recipient/subrecipient/subgrantee, employees of the recipient/ subrecipient/subgrantee or anyone acting on behalf of the recipient/subrecipient/subgrantee, and/or participants in any of the recipient's/subrecipient's/subgrantee's program, shall not intimidate, threaten, coerce, or discriminate against any individual or organization because the individual or organization has filed a complaint; intends to file a complaint or instituted a proceeding under the Act; testified or is about to testify; assisted or participated in any manner in an investigation, proceeding, or hearing under the Act.

3.14.5 Grievance and Hearing Procedures for Noncriminal Complaints at the Local Workforce Development Area (LWIOA) (20 CFR 667.600)

3.14.5.1 Each LWIOA under the Act shall establish and maintain a grievance procedure for grievances or complaints about its programs and activities from registrants, applicants, participants, subrecipients / subgrantees, and other interested parties affected by the LWIOA including one-stop partners and service providers. Procedures must provide for informal resolution and a hearing. Hearings on any grievance or complaint shall be conducted and a decision shall be issued within 60 calendar days of the filing of the grievance or complaint. Complaints arising from actions taken by the subrecipients/subgrantees with respect to investigations or monitoring reports shall be resolved in accordance with 667.500.

3.14.5.2 The LWIOA hearing procedure shall include written notice of the date, time and place of the hearing; an opportunity to present evidence; a written decision and a notice of appeal rights.

3.14.5.3 The LWIOA and subrecipients/subgrantees shall assure that employers, including private-for-profit employers of participants under the Act, have a grievance procedure available to the participants engaged in OJT, apprenticeships, and internships relating to the terms and conditions of employment.

3.14.5.4 Employers may operate their own grievance system or may utilize the grievance system established by the state, the LWIOA or recipient/ subrecipient/subgrantee except in a case where the employer is required to use a certain grievance procedure under a covered collective bargaining agreement. Then those procedures should be followed for the handling of WIOA complaints under this section. Employers shall inform participants of the grievance procedures they are to follow when the participant begins employment.

3.14.5.5 An employee grievance system shall provide for, upon request by the complainant, a review of an employer's decision by the LWIOA and the State if necessary.

3.14.6 Complaints of Discrimination

Complaints of discrimination pursuant to Section 188 of the Act shall be handled under 29 CFR Part 37.

3.14.7 Complaints and Reports of Criminal Fraud, Waste and Abuse

Information and complaints involving criminal fraud, waste, abuse or other criminal activity shall be reported through the US Department of Labor's Incident Reporting System, directly and immediately to the US Department of Labor Office of Inspector General, Office of Investigations, 200 Constitution Avenue, NW, Room S-5514, Washington, DC 20210, or to the Regional Inspector General for Investigations, with a copy simultaneously provided to the US Department of Labor, Employment and Training Administration. The Hotline Number is 1-800-347-3756.

3.14.8 Non-WIOA Remedies

Whenever any person, organization, or agency believes that a recipient / subrecipient / subgrantee has engaged in conduct that violates the Act and that such conduct also violates a federal statute other than WIOA, or a state or local law; that person, organization, or agency may, with respect to the non-WIOA cause of action, institute a civil action or pursue other remedies authorized under such other federal, state or local law against the recipient/subrecipient/subgrantee, without first exhausting the remedies herein. Nothing in the Act or WIOA Regulations shall: (1) allow any person or organization to file a suit which alleges a violation of WIOA or Regulations promulgated thereunder without first exhausting the administrative remedies described herein; or (2) be construed to create a private right-of action with respect to alleged violations of WIOA or the Regulations promulgated thereunder.

Any dispute between the Awarding Entity and the recipient/subrecipient/ subgrantee concerning the terms or provisions of this Agreement which constitutes a question of fact, and which is not disposed of by agreement, shall be decided by the Awarding Entity who shall send a written copy of its decision to the recipient/subrecipient/subgrantee. The decision shall be final and conclusive unless within thirty (30) calendar days from the date postmarked, the recipient/subrecipient/subgrantee furnishes the Awarding Entity with a written appeal. The decisions of the Awarding Entity with a written appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the recipient/subrecipient/subgrantee shall be supported by substantial evidence. In connection with any appeal proceeding under this clause, the recipient/subrecipient/subgrantee shall be afforded the opportunity to be heard and to offer evidence in support of its appeal. Pending final determination of a dispute, the recipient/subrecipient/ subgrantee shall proceed diligently with the performance of the Agreement and in accordance with the Awarding Entity's decision.

The recipient/subrecipient/subgrantee shall notify the Awarding Entity in writing of any actions or suits filed and of any claims made against the Awarding Entity, the recipient/subrecipient/subgrantee or any of the parties involved in the implementation, administration and operation of the programs funded through this Agreement.

3.15 OTHER STIPULATIONS

3.15.1 Other Stipulations Governing this Agreement

All powers not explicitly vested in the recipient/subrecipient/subgrantee by the terms of this Agreement remain with the Awarding Entity.

The Awarding Entity will not be obligated or liable hereunder to any party other than the recipient/subrecipient/subgrantee.

Funds received under WIOA may be expended only for purposes permitted under the provisions of the Act.

Funds made available through one Agreement or Title may not be used to support costs properly chargeable to another Agreement or Title.

3.15.2 Hold Harmless

The recipient/subrecipient/subgrantee shall hold and save the Awarding Entity, its officers, agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages sustained by any person or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the recipient/subrecipient/subgrantee.

3.15.3 Non-Federal Employees

It is understood and agreed by the parties hereto that no staff member of the recipient / subrecipient / subgrantee or participant receiving funds under this Agreement shall be deemed a federal employee for any purpose or subject to provision of law relating to federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and federal employment benefits, except where specifically provided to the contrary in the Regulations promulgated under the Act.

3.15.4 Criminal Provisions

3.15.4.1 Whoever, being an officer, director, agent or employee of, or connected in any capacity with any agency receiving financial assistance under the Workforce Innovation & Opportunity Act, knowingly hires an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are subject of an Agreement of assistance pursuant to such Act shall be fined not more than \$10,000 or imprisoned for not more than two (2) years, or both; but if the amount so embezzled, misapplied, stolen or obtained by fraud does not exceed \$100, such persons shall be fined not more than \$1,000 or imprisoned not more than one (1) year, or both.

3.15.4.2 Whoever by threat of procuring dismissal of any person from employment or of refusal to employ or refusal to renew an Agreement of employment in connection with an Agreement under the Workforce Innovation & Opportunity Act, induces any person to give up any money or thing of any value to any person (including such Awarding Entity) shall be fined not more than \$1,000 or imprisoned not more than one (1) year, or both.

3.15.4.3 Any person, whoever, willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the Workforce Innovation & Opportunity Act or the Regulations thereunder, shall be punished by a fine of not more than \$5,000, or by imprisonment for not more than one (1) year, or both.

3.15.5 Sectarian Activities (Section 188 of WIOA, Paragraph 667.266 of WIOA Regulations and 29 CFR 37.6(f)(1))

3.15.5.1 The recipient/subrecipient/subgrantee agrees to comply with all provisions of Section 188 of the Act and shall require all sub-contractors to maintain compliance with this Section.

3.15.5.2 Funds received under WIOA may not be used to directly support religious instruction, worship, prayer, proselytizing, or other inherently religious practices. Except as described below, the recipient/subrecipient/ subgrantee must not employ WIOA participants to carry out the construction or maintenance of any part of any facility that is used, or is to be used for religious instruction or as a place of religious worship.

A recipient/subrecipient/subgrantee may employ WIOA participants to carry out the maintenance of a facility that is not primarily or inherently devoted to religious instruction or religious worship if the organization operating the program is part of a program or activity providing services to the participant.

3.15.5.3 WIOA funds may be used to employ or train participants in religious activities. 29 CFR 37.6(f)(1), as amended, permits participants to be employed or trained in religious activities when “indirect” financial assistance is used. Assistance through an Individual Training Account is considered indirect assistance.

3.15.5.4 WIOA Funds may not be used to support the dissemination of anti-religious activities, whether directly against any particular religion or religious practice in general.

3.15.6 Unionization and Political Activity

3.15.6.1 Union

- No funds under this Agreement shall be used in any way to either promote or oppose unionization.
- No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement which contains a Union Security Provision.
- No participant in work experience may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.
- No person shall be referred to or placed in an on-the-job training position affected by a labor dispute involving a work stoppage and no payments may be made to employers for the training and employment of participants in on-the-job training during the period of work stoppage.

3.15.6.2 Political Activity

- The recipient/subrecipient/subgrantee may not select, reject or promote a participant or employee based on that individual's political affiliation or beliefs. The selection or advancement of employees as a reward for political services or patronage is partisan in nature; is discrimination based on political belief or affiliation; and is prohibited. There shall be no referrals for WIOA jobs, nor selection of participants or service providers, based on political affiliation.
- No program-under the Act may involve political activities, including but not limited to:
 - participant or employee participation in partisan or non-partisan political activities in which such participant or employee represents himself/herself as a spokesperson for the WIOA program;
 - participant or employee participation in partisan or non-partisan political activities during hours for which the participant or employee is paid with WIOA funds;
 - employing or out-stationing participants in the office of a member of Congress or state or local legislator or any staff of a legislative committee; or
 - employing or out-stationing participants in the immediate offices of any chief elected executive official, chief executive officers, or officers of a state or unit of general local government.
- Neither the program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, known as the "Hatch Act".
- No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress or to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislatures.

3.15.7 Maintenance of Effort

The recipient/subrecipient/subgrantee shall comply with Section 181 of the Act and Section 195 of the Act and shall ensure that all programs under the Act:

- result in an increase in employment and training opportunities over those which would otherwise be available;
- do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-over-time work, wages or unemployment benefits;
- do not impair existing contracts for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed, including

services normally provided by temporary, part-time or seasonal workers or through contracting such services out; or

- result in the creation of jobs that are in addition to those that would be funded in the absence of assistance under the Act.

3.15.8 Lobbying

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

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

3.15.9 Suspension and Debarment

The recipient/subrecipient/subgrantee of WIOA funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

3.15.10 Drug-Free Workplace Requirements

The recipient/subrecipient/subgrantee will provide a drug-free work-place by:

- publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's/subrecipient's/ subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- establishing a drug-free awareness program to inform employees about:
 - the dangers of drug abuse in the workplace;
 - the recipient's/subrecipient's/subgrantee's policy of maintaining a drug-free workplace;
 - any available drug counseling, rehabilitation and employee assistance programs;
 - and

- the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
- notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will:
 - abide by the terms of the statement; and
 - notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- notifying the agency within ten (10) calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - taking appropriate personnel action against such an employee, up to and including termination; or
 - requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e)