

Request for Proposals (RFP)

SLWDA RFP#2023-005

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 2023
(July 1, 2023 - June 30, 2024 with extension options)

Proposal Topic: Requests for Proposals for Title I Adult and Dislocated Worker Services 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 27, 2023 – 3:00 PM - (Eastern Standard Time)**
(All references to time in this RFP are the Santee-Lynches RCOG Telephone Clock)

Proposers’
Conference: **April 12, 2023 @ 3:00PM**
SC Works Sumter
31 East Calhoun Street
Sumter, SC 29150
Zoom may also be an option

Mailing Address: Santee-Lynches Workforce Development Board, c/o Santee-Lynches Regional Council of Governments, 2525 Corporate Way, Suite 200, Sumter, SC 29154

Mark Envelope: Outside of sealed proposal package must be marked:
RFP# 2023-005 – Title I Adult and Dislocated Worker Services authorized under WIOA of 2014
Due Date: April 27, 2023 – 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 **PY2023** 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 Title I Adult and Dislocated Worker Services authorized under the WIOA of 2014. WIOA was signed into law on July 22, 2014 and 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. This is the first legislative reform of the public workforce system in more than 15 years. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. Federal regulations are currently being drafted by the US Department of Labor; their website is www.doleta.gov/wioa for the latest on WIOA regulations.

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.

B. Population Demographics

For up-to-date labor market, population, and economic information, please view www.santeelynchescog.org.

Population:

Below is population information from Census 2010 to Census 2020 the four-county Santee-Lynches Region. A county breakdown is provided below:

	2010 Census	2020 Census Population Estimate	Numeric change (2010-2020)	% Change (2010-2020)	2035 Projection
Clarendon	34,971	33,865	(1,106)	-3%	39,820
Kershaw	61,697	65,926	4,229	6%	78,380
Lee	19,220	17,144	(2,076)	-9%	22,500
Sumter	107,456	106,675	(781)	-1%	124,910
Santee-Lynches Region	223,344	223,610	266	0%	265,610
South Carolina	4,625,364	5,118,425	493,061	9%	5,722,720

Sources: 2010 Decennial Census Demographic Profile, 2020 American Community Survey 5-Year Estimates, 2020 Census Population Estimate, 2035 Population Projection, SC Revenue & Fiscal Affairs Office

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 Connection Points. Comprehensive SC Works Centers provide access to all the services described here or through referrals. Affiliate SC Works Centers have some, but not all of the services available. Connection Points have computers and information, etc. made available throughout the community for job seekers. In the Santee-Lynches Region, there are two sub-service areas within the four-county region: (1) Sumter County & Clarendon County and (2) Kershaw County & Lee County. In Sumter County, the Comprehensive Center is located in the city of Sumter. An Affiliate Center is located in the city of Manning in Clarendon County. In Kershaw County, the Affiliate Center is located in the city of Camden and the Connection Point is located in the city of Bishopville in Lee County. There is also a Connection Point at the Kershaw County Library in Camden.

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

In the event new SC Works Center locations are formed, the successful proposer must be willing to work with the Board to arrange for additional centers and/or relocation of centers or access points so that services to the community will not lapse and maintain excellence in services provided.

Program Branding

All activities conducted by the program provider and funded by the Santee-Lynches Workforce Development Board will be consistent with the federal, state and local initiatives. All marketing and other internal and external communication (including but not limited to presentations, materials, documents, and forms used in recruiting, worksite development and orientation to students, parents,

businesses, as well as specialty items) must use the SC Works Brand logo, as well as any required state or federal workforce co-branding. Staff of the provider will utilize business cards. Any documents or items created by the program provider must be approved by SLWDB staff prior to use.

III. PURPOSE AND GENERAL INFORMATION

A. Purpose of Request for Proposals (RFP)

The Santee-Lynches Workforce Development Board (SLWDB) is soliciting proposals from qualified sources to provide Title I Workforce Innovation & Opportunity Act (WIOA) Adult and Dislocated Worker Services in the Santee-Lynches Region (Clarendon, Kershaw, Lee and Sumter Counties).

Proposals are being solicited from providers for services to improve education and skill competencies, to encourage and develop education and employment goals, to make the connection between school and work, and to provide links to the labor market. Please refer to <http://www.doleta.gov/WIOA> for more information on WIOA.

The purpose of this RFP is to procure providers that are qualified to provide services to Adult & Dislocated Workers enrolled in the WIOA-funded programs in the Santee-Lynches Local Workforce Development Area. It is the intent of the Santee-Lynches Workforce Development Board to build a comprehensive workforce system that will help participants address and resolve problems they may encounter while attaining the education and/or skills needed to find and keep employment and advance in the workforce. The system will also link services to the local labor market needs, community programs, and services that have strong connections between academic and occupational learning and which provide for the holistic development of individual needs.

Minimum Proposer Requirements

Entities eligible to apply for funding consideration are public and private, for profit and non-profit entities. Proposers Must:

1. Have the ability to maintain adequate files and records and meet reporting requirements.
2. Have the administrative and fiscal capability to provide and manage the proposed services and to provide an adequate audit trail.
3. Have experience providing and/or placing participants in vocational/occupational and skill training.
4. Meet other requirements listed in this RFP

A contract resulting from this RFP is anticipated to begin **July 1, 2023 and end June 30, 2024**. 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 Title I Adult and Dislocated Worker Services that would meet the requirements of the WIOA law 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 2023** for these services. **The SLWDB reserves the right to adjust amounts depending on the proposals submitted and/or actual funding received.**

The local boards will award a contract based on allocations approved by the State at the beginning of each program year. The South Carolina State Workforce Development Board has set the expectation that the local areas will reach a minimum of 70% expenditures of the total available funds each program year for each funding stream. Therefore, it is expected that the contractor will expend not less than 75% of their total budget each program year. Additional requirements may be set by the Santee-Lynches Local Workforce Development Board.

Proposers should ensure that the grand total of their proposal does not exceed the total amount below for the counties to be served.

2023-2024 WIOA FUNDING ALLOCATIONS

Adult	Dislocated Worker	Total
\$300,000	\$200,000	\$500,000

C. Key Events and Dates

RFP Released: March 27, 2023

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

Proposer’s Conference: April 12, 2023 - 3:00 PM

A Proposer’s Conference will be held to address questions on **April 12, 2023 at 3:00 PM at the Sumter SC Works Center, 31 East Calhoun Street, Sumter, SC.** Proposers who are not able to attend the Proposer’s Conference in person may join via Zoom. Questions concerning this RFP or to obtain conference call information may be submitted to Ms. Areatha Clark, Workforce Development Director via email to aclark@slcog.org or Esmonde Levy, Workforce Development Manager, via email to levy@slcog.org.

Deadline for Receipt of Written Questions prior to Proposer’s Conference: April 6, 2023 - 12:00 Noon

Proposals Deadline:

April 27, 2023

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

Rating & Ranking Committee Review: First Two Weeks of May 2023

Contract Recommendations to the Local CEOs: June 2023

(The full Santee-Lynches Workforce Development Board (WDB) must approve (by majority vote) the Rating & Ranking Committee's recommendation of the Contractor to provide Title I Services to Adults and Dislocated Workers as authorized under WIOA. The Board's advisory decision must then be sent to the respective Chief Local Elected Officials (CEOs) of Clarendon, Kershaw, Lee and Sumter Counties, (the Santee-Lynches WIOA Consortium) seeking their joint agreement regarding the Board's preference for a contractor to provide the services described in this RFP). 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 2023

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

Contract Development: May – June 2023

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

Contract Negotiations: June 2023

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

Contract Start Date: July 1, 2023

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, 2023 and June 30, 2024. 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's 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, Workforce Development Director, 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 3.14.5.1, 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.

Erroneous Proposal - Correction or withdrawal by the Proposer of an inadvertently erroneous proposal, before proposal opening or withdrawal by the Proposer of an inadvertently erroneous proposal afterwards based on such mistakes, may be permitted. Each written request to correct or withdraw a Grant application must document the fact that the Proposer's error would cause him substantial loss.

Proposal Constitutes Offer - By submitting a proposal, the Proposer agrees to be governed by the terms and conditions as set forth in this document, in the Workforce Innovation and Opportunity Act and any changes in the WIOA Federal Regulations. Any proposal containing variations from the terms and conditions of this RFP, at the sole discretion of Santee-Lynches LWDB may be determined unresponsive. Any inconsistencies between the RFP and other contractual instruments shall be governed by the terms and conditions of the RFP, except where subsequent amendments to any award resulting from this RFP are specifically agreed to in writing by the parties to supersede any such provisions of this RFP.

Subcontracts/Subtier Agreements - If the Proposer plans to subcontract any activities or funds pursuant to an award, a copy of the proposed subcontract agreement must be attached as a part of the proposal. No part of a proposal (or subsequent contract) may be subcontracted without prior written approval by the boards. The Proposer in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, Santee-Lynches LWDB is in no way liable to the subcontractor.

Local Board Rights and Obligations - The local board reserve 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 best interest of the Santee-Lynches Workforce Development Area. The Santee-Lynches Workforce Development Board, nor any agent thereof, on behalf of the SLWDA will not be obligated in any way, by any Proposer's response, to this RFP.

Additional Information – the following items do not need to be considered when making a proposal. These items have been purchased previously and will be available once the contract is awarded.

- Equipment/Furniture in SC Works Centers – desks, chairs, computers for staff, phone system and copier, meeting space/classroom furniture (conference tables, chairs,).

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

Areatha Clark, Deputy Executive Director/Workforce Development Director
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 April 6, 2023. The Last Addendum, if applicable, will be posted on the SLCOG's website by April 17, 2023 – 5:00 PM at www.santeelynchescog.org.

Proposer must acknowledge receipt of Addendum on a provided Signature Sheet.

IV. SCOPE OF WORK

The WIOA of 2014 establishes a continuum of workforce development services for Adults and Dislocated Workers that support increased employment, retention, earnings, and occupational skills attainment.

WIOA authorizes “career services” for adults and dislocated workers. Each Service Provider should offer services that meet the unique needs of its local community. There are three levels of career services: (1) basic career services, (2) individualized career services and (3) follow-up services. These services can be provided in any order, there is no sequence requirement for these services.

BASIC CAREER SERVICES

Basic career services must be made available to all individuals seeking services.

- a) Determinations of whether the individual is eligible to receive assistance through adult or dislocated worker programs;
- b) Outreach, intake and orientation to services available through the One Stop system;
- c) Initial assessment of skill levels including literacy, numeracy and English language proficiency, as well as aptitudes, abilities (including skills gaps) and supportive service needs;
- d) Provision of workshops, including orientation to services and other workshops that meet the customer’s career services needs;
- e) Labor exchange services, including: 1. Job search and placement assistance, and, when needed by an individual, career counseling, including— i. Provision of information on in-demand industry sectors and occupations, regional labor market information (as defined in sec. 3(23) of WIOA); and, ii. Provision of information on nontraditional employment (as defined in sec. 3(37) of WIOA);
- f) Provision of information and referrals to and coordination of activities with other programs and services, including those within the One Stop delivery system and other workforce development programs;
- g) Provision of information and direct referrals to supportive services or assistance, including:
 1. Childcare, child support, medical, or child health assistance available through the state’s Medicaid program and Children’s Health Insurance Program;
 2. State programs such as the Supplemental Nutrition Assistance Program (SNAP), earned income tax credits, housing services through the U.S. Department of Housing and Urban Development (HUD), Temporary Assistance for Needy Families (TANF), and other applicable assistance programs.
- h) Provision of performance information and program cost information on eligible providers of training services by program and type of providers via the Eligible Training Provider List;
- i) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
- j) Provision of information and assistance regarding filing claims under Unemployment Insurance (UI) programs, including meaningful assistance to individuals seeking assistance in filing a claim, such as:
 1. Where applicable, using staff on-site who are properly trained in UI claims, filing and/or the acceptance of information necessary to file a claim; or

2. By phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.

INDIVIDUALIZED CAREER SERVICES

All eligible customers must be enrolled in individualized career services if the provider's staff determine that this level of service is necessary for the customer to gain meaningful employment. These services must be available in all Career Center locations. Individualized Career Services must be designed by each provider to meet the unique needs of the customer and their region. These services include:

- a) Comprehensive and specialized assessments of the skill levels and supportive service needs of eligible adults and dislocated workers, which may include:
 1. Diagnostic testing and use of other assessment tools; and
 2. In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
- b) Development of an individual employment plan (IEP) to identify the employment goals, appropriate achievement objectives and appropriate combination of services for the customer to achieve his or her employment goals;
- c) Group and/or individual counseling and mentoring;
- d) Career planning (e.g., case management);
- e) Short-term, pre-vocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training; in some instances pre-apprenticeship programs may be considered as short-term prevocational services;
- f) Internships and work experiences that are linked to careers;
- g) Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of post-secondary education, training or employment;
- h) Financial literacy services;
- i) English language acquisition and integrated education and training programs.

TRAINING SERVICES

The training services offered by the One Stop (SC Works) network provide tools and resources to help customers meet the skill and experience needs of the region's growing businesses. From technical skills, soft skills, work experience, traditional classroom instruction and employer-anchored training services help close the skills gap between SC Works customers and businesses. Under WIOA, training services may be provided if the Service Provider's staff determine after an interview evaluation or assessment and career planning, that the customer is eligible.

The following training services include:

- Individual Training Account (ITA) is used for traditional classroom training services that are intended to provide enrollees the maximum customer choice in training selection and provide the

flexibility needed to provide training in high demand occupations. ITAs are funded for training providers who have met eligibility of the State's Eligible Training Providers' process;

- On-the-Job Training (OJT) is another training option through WIOA funding that provides work-based learning rather than classroom instruction. The intention of an OJT agreement is to benefit both the employer and the customer by:
 - o Bridging the gap between a worker's current skills and the skills employers are looking for;
 - o Providing reimbursement to the employer for the costs associated with training the OJT trainee; and
 - o Promoting good paying jobs.
- Customized Training (CT) is provided based on a specific training curriculum "customized" to the particular workforce skill needs of the business or group of businesses.

The Service Provider will monitor participants in training to ensure they are meeting the expenditure requirements as well as performance benchmarks.

PARTICIPANT TIME AND ATTENDANCE

Successful Proposers will be required to document a participant's time and attendance throughout the period the participant is receiving training or services. Participants will abide by the attendance policy of the training provider and Santee-Lynches LWDA policies/procedures. Timesheets must be signed by the participant and verified by the case management through the training provider and maintained in the participant file.

PAYMENTS MADE ON BEHALF OF PARTICIPANTS

Participants may be eligible to receive supportive service payments and/or needs-based payments. Successful Proposers will be required to ensure that there are checks and balances between the maintenance of timesheets and other source documents. Failure to fully document the basis for issuing any of the payments may result in disallowed costs. Any disallowed cost related to client services will be the responsibility of the grantee.

AIFT (ADVANCED INDIVIDUAL FUND TRACKING)

The Advanced Individual Fund Tracking (AIFT) module provides functions to record budgets, obligations, and payments, by office and by service provider. The AIFT module is fully integrate with the SCWOS case management modules. Staff must fully utilize the AIFT module in SCWOS to provide timely and accurate data on obligated and paid participant cost. Participant costs include the cost of classroom training, work experience, on-the-job training, all supportive services, and any expenses made directly for a participant. **This does not include any program funds for staff and operating costs.** The LWDA will be responsible for creating time periods and budgets based on the local area's Notice of Funding Authorization (NFA). Grantee Staff will be responsible for the following through the AIFT module:

- Creating and Issuing Client Vouchers
- Creating Budgets for Applicable Services
- Approving /Denying Client Vouchers
- Managing Obligations

- De-obligating Unused Funds
- Issuing Refunds (as applicable)

Career Coaches must ensure that case notes are entered in SCWOS when vouchers have been created and the managers will enter a case note to either approve or deny approval of the voucher or utilize some other management tool for tracking approvals/denials.

PROVISION OF REMOTE WIOA SERVICES

In the event of a pandemic, natural disaster, increased health concerns and/or recommendations to avoid contact with others, there may arise an increased need in the provisions of remote services by workforce professionals under WIOA and the protocol should be as follows:

Electronic Signatures

The use of electronic signatures is permissible for WIOA documents requiring the participant's signature, including, but not limited to, the WIOA Application, including self-attestation statements, Rights Handout, Individual Employment Plan (IEP).

Electronic signatures may include those on documents printed, signed, and scanned for return by the participant. If a participant does not have the option of printing documents for a wet signature, the document may be emailed to the participant and upon review and approval, the participant may respond to said email stating acceptance as the document as submitted. Photos of required documents emailed from the participant's email address to the Career Coach are acceptable as well, provided the required documentation is legible in the photo.

Remote WIOA Adult and Dislocated Worker Program Services

The following services represent activities that can be more readily provided remotely, and must be recorded through the appropriate entry of activity codes and case notes into SCWOS:

- Provided Internet Job Search Support
- Provided Labor Market Research
- Resume Preparation Assistance
- Follow-up Services
- Provision of Financial literacy Services
- Career Guidance/Planning/Counseling
- Development of IEP
- Provision of Financial Aid Eligibility Assistance
- Soft Skills Training

For individuals with no access to the internet or technology needed to submit documentation electronically, documents should be mailed to the individual for signature with a postage-paid return envelope. Individuals wishing to drop off the signed documents should consider the use of the drop box located at the SC Works Center to expedite the process and avoid lag times in mail delivery.

IMPORTANT: All communication from the Career Coach must be sent from approved work accounts and equipment only. Transmitting or storing Personally Identifiable Information (PII) on personally owned equipment and on personal email accounts is prohibited.

INSURANCE FOR PARTICIPANTS

The South Carolina Department of Employment and Workforce (SCDEW) will provide accident insurance coverage for WIOA participants participating in program activities including classroom training and work-based learning opportunities. The successful Proposer will be required to provide general liability insurance certificate coverage and provide verification annually as part of the compliance documents.

FOLLOW-UP SERVICES AND EXITS

Follow-up services must be provided as appropriate for customers who are placed in employment, for up to 12 months after the first day of employment. These services may include technical skills training, counseling, mentoring, crisis intervention, life skills or emergency support required to sustain long-term employment. Follow-up services do not extend the date of exit in performance reporting.

CUSTOMER ELIGIBILITY

Funding for the services included in this RFP come from the WIOA, Title I Adult and Dislocated Worker programs. Eligibility generally requires the following:

WIOA - Adult

1. is 18 years of age or older;
2. if male, has met the Selective Service Act registration requirements. Males born after 1959 and over the age of 17 shall register with the selective service system by going to the Selective Service website at www.sss.gov; and
3. is a US citizen or national or lawfully admitted permanent resident alien, lawfully admitted refugee or parolee, or other individual authorized by the Attorney General to work in the United States.

WIOA - Adult, Priority of Service

As required under WIOA Section 134(c)(3)(E), with respect to individualized career and training services funded with WIOA adult funds, priority of service must be given to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient and other individuals in accordance with the SLWDB's Priority of Service Policy. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population. Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

A. Low income individuals as defined in Public Law 113-128

A low income individual means an individual who:

- a. receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance

program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance;

- b. is in a family with total family income that does not exceed the higher of
- the poverty line; or
 - 70 percent of the lower living standard income level;
 - is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 H. R. 803—12 (42 U.S.C. 14043e-2(6)));
 - or is an individual with a disability whose own income meets the income requirement of clause, but who is a member of a family whose income does not meet this requirement.

B. Basic Skills Deficient individuals who are unable to compute or solve problems or read, write or speak English, at a level necessary to function on the job (Basic skills deficient is defined as an individual who lacks a high school diploma or equivalent; or scores less than a 4 on [WIN Ready to Work assessments](#) for Reading for Information, Locating Information and Applied Mathematics or < 9th grade on TABE (8.9 or less); or is enrolled in Title II adult education for English as a Second Language (ESL).

WIOA - Dislocated Worker:

1. Has been terminated or laid off, or who has received a notice of termination or layoff from employment;
2. Is eligible for or has exhausted entitlement to unemployment compensation; or
3. Has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in section 121(e), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and
4. Is unlikely to return to a previous industry or occupation;

The term “unlikely to return to previous industry or occupation” should be interpreted as follows: The occupation, not just the industry, must be taken into account. Consider the primary job from which the applicant was laid off or terminated prior to application. If the applicant was laid off from more than one job, the job held the longest is primary. Consider similar occupations for which the applicant’s skills are transferable.

5. Has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise; The State interpretation of the legislative intent of the term ‘terminated or laid off’ is that the termination/layoff is due to a lack of work situation as a result of economic conditions or structural job changes.
6. Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
7. For purposes of eligibility to receive services other than training services, career services, or supportive services is employed at a facility at which the employer has made a general announcement that such facility will close;

8. Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters;
9. Is a displaced homemaker; or
 A Displaced Homemaker is an individual who has been providing unpaid services to family members in the home and who:
 1. Has been dependent on the income of another family member but is no longer supported by that income; or
 2. Is the dependent spouse of a member of the Armed Forces on active Duty and whose family income is significantly reduced because of, a call or order to active duty, a permanent change of station, or the service-connected death or disability of the member; and
 3. Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.
10. Is the spouse of a member of the Armed Forces on active, and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or
11. Is the spouse of a member of the Armed Forces on active duty and who meets the criteria described in (3) displaced homemaker section.

Work Elements of the Eligibility Component

Formally determine whether customers seeking services under Title I of WIOA are eligible to receive such services in accordance with the Act. Such determination will be made by use of the SC Works Online Services (SCWOS) WIOA Application and will be supported by the appropriate hard copies of documentation used to make the determination.

Maintain a SCWOS WIOA application and a printed, signed WIOA application as the official certification for all customers, whether eligible or ineligible for the program.

Provide information and coordinate referrals to partner agencies or other community agencies.

The provider shall be financially liable for erroneous eligibility determinations and certifications. Such disallowed costs must be reimbursed to the administrative entity from non-WIOA funds.

PROGRAM COMPONENTS

All Grantees will be required to provide Framework (Recruitment, Screening, Application, Objective Assessment, Eligibility Determination, Creation of Individual Employment Plans (IEP), Referral to appropriate service provider(s), Data Entry into SC Works Online Services (SCWOS), and Case Management). Technical Assistance and training will be provided. The following components will be integrated into program design:

1. Recruitment - Contractors are responsible for the recruitment of applicants. The intent is to use WIOA funds to serve participants who would benefit from service and otherwise have limited access to comprehensive services. Development and implementation of a viable outreach and recruitment strategy for eligible WIOA Adults and Dislocated Workers to meet targeted annual

enrollment levels and minimum expenditure levels as set forth by the Santee-Lynches Workforce Development Board and Chief Elected Officials is crucial to the success of this program.

2. Intake/Eligibility Determination - Under WIOA legislation, all participants must meet eligibility guidelines as identified in this RFP. Certification of eligibility for all WIOA funded programs must be completed prior to enrollment. This includes Determination, verification, and documentation of WIOA eligibility for program participants, maintenance of formal participant eligibility files, and related quality assurance activities.
3. Assessment - Each participant must be provided with a comprehensive objective assessment to identify skills, competencies, and supportive service needs of WIOA Adult and Dislocated Worker participants.
4. Individual Employment Plan (IEP) – The IEP is a written plan of long and short-term goals addressing educational, occupational or vocational, and personal support service needs. The IEP must be developed with each participant. The IEP must be regularly reviewed and updated as changes occur in employment goals, barriers, program services or support service needs. This is easily accomplished by using SCWOS.
5. Information and Referrals - Programs are encouraged to link and share information with other participant-serving organizations provided the appropriate releases of information have been signed. All participants must receive information on the full services available through the SC Works system. If there are participants requesting services that cannot be certified as eligible under WIOA guidelines, the contractor will be expected to make efforts to help these persons secure other appropriate services. Collaboration with the mandated and critical WIOA partners in the workforce development system to provide Adult and Dislocated Worker services, included but not limited to:
 - Title II Adult Education and Literacy Act Programs;
 - Title III Wagner-Peyser Act Employment Services;
 - Title IV Vocational Rehabilitation Services;
 - Title V Senior Community Service Employment Programs;
 - Carl Perkins Career and Technical Education Act Programs;
 - Community Services Block Grant Programs;
 - Indian and Native American Programs;
 - HUD Employment and Training Programs;
 - Veterans Employment Services;
 - National Farmworker Jobs Programs;
 - Temporary Assistance for Needy Families (TANF) Programs;
 - Trade Adjustment Assistance (TAA) Programs;
 - Unemployment Compensations Programs; and
 - YouthBuild;
6. Case Management - Effective case management is essential to providing a customized menu of programs and services for each participant. Service continuity, referral and integration are either initiated or implemented in the case management process. Contractors are responsible for Case Management, which must be documented in the State OSOS (One Stop Operating System) system according to Data Entry and Data Management. Case Management also includes but is not limited to career counseling, training monitoring, supportive service administration, employment placement activities, and follow up services; Staff is expected to work closely with their participants to provide support and guidance, help solve problems, and work toward

objectives established in the IEP. The IEP will be reviewed and updated by staff monthly to arrange for updated services, identify and address any new concerns, and document progress made during participation. Regular personal contact between a Case Manager and the participant is essential. Based on the case management relationship, participants should be aware that they have support as they work to achieve employment goals. Primary case management functions are services coordination, advising and counseling, advocacy, follow-up, and accurate and timely record keeping. All WIOA staff are expected to adhere to professional standards of client confidentiality.

7. Data Entry and Data Management – The Santee-Lynches LWDA currently uses the SC Works Online System (SCWOS) to enter participant and program data and to run performance reports. The successful bidder will be expected to utilize SCWOS for data entry services. All data entry and record keeping is done by the contractors and reviewed (via SCWOS and site visits) by SLWDA and State staff. The Contractor must adhere to the guidelines established in Instructions regarding the timeliness of data entry into the SCWOS system. The Contractor will be held accountable for data entry and failure to adhere to the policy may have an adverse effect on future funding. All services must be documented in SCWOS within 15 days of start of service.
8. Collaboration - Contractors will be expected to engage in partnerships to provide resources and services to participants.
9. Employer Connections - Connections to employers are essential in the creation of a system of providers that can effectively assist participants to become highly skilled and employable. These connections should lead to unsubsidized employment.
10. Alignment of services with WIOA legislation and required performance measures for the Adult and Dislocated Worker programs, as well as required performance and reporting from the Santee-Lynches Workforce Development Board.
11. Provision of comprehensive reporting on a monthly, quarterly, annual, or ad-hoc basis as requested by the SLWDB or its staff designees.
12. Carry-Over Activities - Participants who are currently receiving services through WIOA and who will not complete their training prior to June 30, 2023 must receive continued services until their training plans have been completed (subject to their adherence to the local area's satisfactory progress policy). Participants who have enrolled in WIOA, but have not received a service, must have a service strategy or employment plan completed and services provided to them in accordance with the plan or strategy. Entities who are not currently serving as WIOA contractors may be required to assume responsibility for participants of existing contractors who do not receive a new award to provide continued service to those participants. If this occurs, the specifics of this arrangement, including the associated cost and staffing for these participants, will be addressed in negotiations with the new service provider.

BUSINESS SERVICES

Though Business Services is an integral part of the Adult and Dislocated Worker service delivery, it is expected that the contractor will work closely with Business Services Staff at the Santee-Lynches Administrative Entity to execute the Business Service aspect of the One-Stop (SC Works) system.

PERFORMANCE STANDARDS

The Proposer shall include performance outcomes that will be achieved consistent with federal performance standards and the performance expectations of the local boards. The boards expect the

successful Proposer will propose performance outcomes, but more importantly, the response to this RFP must indicate how the combination of services proposed will achieve performance standards.

Outlined below are the agreed upon PY'23 WIOA Performance Measures:

Adults

- Employment Rate 2nd Q after exit – 78%
- Employment Rate 4th Q after exit – 82.5%
- Median Earnings 2nd Q after exit – \$5,450
- Credential Attainment within 4 Quarters after exit – 75%
- Measurable Skills Gain – 57%

Dislocated Workers

- Employment Rate 2nd Q after exit – 81.5%
- Employment Rate 4th Q after exit – 76%
- Median Earnings 2nd Q after exit – \$8,050
- Credential Attainment within 4 Quarters after exit – 75.5%
- Measurable Skills Gain – 55.8%

V. 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 Title I Adult and Dislocated Worker Services (no more than 2 pages).

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
- 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
- Internal monitoring process to ensure program quality, 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.

Experience and Capacity -

A. Experience

1. Please provide a description of your organization to include the following details:

- What is the legal organizational name and legal status?

- Briefly describe your organization’s mission, history, and accomplishments. Also, include number of years in operation, size of the organization, and the geographic distribution of the service delivery area.
 - How is the organization currently funded?
 - Describe how offering services in response to the RFP will fit into the Proposer organization’s mission or business plan. Include internal structure including management and supervisory staff positions to be used to operate this program in the Santee-Lynches Workforce Development Area.
2. Describe your organization’s financial and administrative experience in managing and accounting for multiple federal, state and local funding sources in accordance with Generally Accepted Accounting Principles (GAAP); conducting self-monitoring for contract performance and compliance; and developing and implementing a continuous improvement model.
 3. Describe past and current activities or programs administered and operated by the proposer that demonstrates the capability of the Proposer to do the following:
 - Manage, administer and operate a workforce development program under WIOA to serve adults and dislocated workers. Include specific data on outcomes achieved to demonstrate your ability to meet contractual performance standards for WIOA services or comparable programs.
 4. Describe your experience in developing and delivering technical assistance and capacity building with workforce staff and organizations.
 5. Describe how your resources, professional contacts, knowledge of the labor market, and special expertise will help the Santee-Lynches WDB to meet and exceed performance goals for the SC Works system.

B. Capacity

1. Describe resources your organization brings to the workforce system that will assist in the coordination and delivery of services and how the organization as a whole will support the work of staff and the programs.
2. Staffing Plan - Please detail your plan to staff the proposed services for the county/counties in which your organization is proposing. Please include the following details:
 - Number of staff (indicate full time or part time) to include where staff will be housed. If staff will serve more than one center, please indicate this with the appropriate details regarding the locations, time at each center and schedule if known.
 - Job descriptions to include, job titles, job duties to be funded under this proposal and range of activities to be performed.
 - Qualifications of key staff to be assigned on-site to this program including education, experience, and any specialized training or certifications specific to workforce service delivery. If your organization will need to hire staff as a result of being awarded a contract, please outline your plan to hire qualified staff.

- Describe how you expect to provide on-going staff training to ensure your staff has access to the most current information, tools, and promising practices.
- Priority must be given to the hiring of current qualified staff.

The Santee-Lynches LWDA is particularly interested in WIOA-funded staff being certified as Career Development Facilitators. The Career Development Facilitator credential is designed to promote competency among workforce and career development professionals in the following areas:

- Helping Skills
- Labor Market Information and Resources
- Assessment
- Diverse Populations
- Ethical and Legal Issues
- Career Development Models
- Employability Skills
- Training Clients and Peers
- Program Management/Implementation
- Promotion and Public Relations
- Technology
- Supervision

3. Administrative Capacity - What monitoring and evaluation of the program operations and staff are to be routinely carried out? Include any systems that may be used to track, capture and report performance or outcomes.

4. Fiscal Management and Reporting Capacity - Describe your fiscal system and include:

- The process the Proposer uses or proposes to use to timely capture and report fiscal information to the Santee-Lynches WDB's administrative entity.
- 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 will internally track both actual and projected obligations and expenditures.
- 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?
- Proposers must have the capacity to track expenses down to the customer level either within their organization's accounting system or alternative tracking system other proprietary software designed for that purpose. Please describe how this will be accomplished.
- WIOA funds are distributed through a process of drawdowns from DOL and then from the State to the Santee-Lynches WDB. Since this is a reimbursement process, the time from incurred expense to receipt of reimbursement may take 30 to 60 days. Does your agency have the fiscal capacity to operate under this projected timeline?

5. 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.

Program Description –

1. Provide a description of the proposed project along with projected goals/outcomes desired.
2. Describe the target population and geographic area to be served.
3. Describe the organization's past experience and results delivering services in similar projects and/or to similar populations along with the outcomes. This should also include experience in coordinating services with other community entities and programs.

A. WIOA Adult/Dislocated Worker (Job Seeker) Services Statement of Work

Proposals shall include a Statement of Work narrative detailing all aspects of the proposed project design. The Statement of Work will include all aspects of the program and services outlined in this RFP and other information deemed relevant. The purpose of the Statement of Work is to provide an in-depth description of the design of services, to demonstrate how requirements will be met, and to describe the process for achieving the WIOA Adult and Dislocated Worker Performance Outcomes.

Please address the following components in the statement of work and how they will be carried out:

1. Identify the target groups and the number of each to be served.
2. Describe the recruitment process and plan to recruit while completing the service plan for WIOA customers.
3. Describe how your organization will manage the eligibility and enrollment process to ensure that all customers enrolled are eligible and appropriate for WIOA services? At a minimum, please include information about staff training and supervision related to the eligibility and enrollment process, internal monitoring, and development of Individual Employment Plans.

4. Describe 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).
5. How will the Proposer ensure that applicants that cannot be served by the Proposer's program are referred to appropriate services elsewhere? Include how the Proposer will ensure all referrals are tracked.
6. Describe how you will serve large numbers of varying individuals. In your description discuss service delivery for serving individuals with barriers to also include:
 - Individuals with limited English proficiency
 - Low-Income individuals
 - Persons with limited literacy skills
 - Offenders
 - Low-skilled job seekers
 - Highly skilled job seekers
 - Veterans
 - Persons with disabilities
7. Career Services are the foundation for customer service delivery. Please describe how your WIOA funded staff will provide effective and relevant career services within an integrated service delivery system.
8. Include in your plan any innovations and strategies that have been found to increase the likelihood of success for individuals and how you plan on using those strategies within the SC Works system.
9. Describe how your organization will manage the provision of WIOA funded training services. Include specifics about determining individual customer need for training, assisting the customer to select an appropriate occupational sector, developing a comprehensive individual employment plan to include the training services, and management of the ITA process. Include other details about how you will engage the customer to be successful with the educational component and the transition from training to employment.
10. Work Based learning continues to be a focus in the WIOA legislation. Describe how you will provide paid on the job training including contract development, skill gap analysis, training plan development, monitoring, evaluation and any additional details that demonstrate your ability to successfully offer on the job training. Also, please provide any other program design ideas regarding short term work-based learning options, other than OJT, that you think would result in employment.
11. Describe strategies that will ensure services are in alignment with current local and regional labor market demands.

12. Provide a narrative describing plans for service delivery that results in achievement of enrollment goals, performance measures and outreach and recruitment to target groups.
13. For proposers not currently providing Adult and Dislocated Worker Services in the Santee-Lynches region, please describe your start-up plan and proposed transition period, including a timeline of events, to include hiring of staff, staff training, start-up of services and other critical steps in the process toward full scale service delivery.
14. Describe strategies that will ensure DOL Performance measures are met as outlined in section IV of this RFP.

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.

Budget Narrative/Cost Effectiveness – Budgets and Cost Breakout

If the proposer is proposing to be reimbursed for Indirect Costs, proposer must submit a copy of the approved indirect cost plan that has been approved by the federal cognizant agency for your organization for indirect costs to be considered for payment.

If any narrative is needed about any of the budget, in addition to the indirect costs or profit line items, please do so and reference line item and program in the narrative.

The proposer must designate at least 35% - 40% of the proposed budget towards training and supportive services.

For-profit proposals must include a narrative of your proposed profit along with the deliverables that must be met before profit will be reimbursed to your organization. The profit may not exceed 8% of the total project costs. Deliverables may be broken down into smaller increments of the total in order to receive a profit payment at predetermined achievement points. If you plan to do this, please provide the details in your narrative.

If the proposer proposes to use a direct cost allocation plan, describe in detail any proposed direct cost allocation plan to be utilized when costs are allocable to more than one program/funding source. Identify common costs to be included in the plan. Applicants must follow the guidelines established in the 2 CFR 200.

Allowable Costs/Cost Principles - All recipients and sub-recipients must follow the Federal allowable cost principles that apply to their kind of organizations. DOL regulations identify the

Federal principles for determining allowable costs which each kind of recipient and sub-recipient must follow.

Expenditures of WIOA funds are allowable only for those services/activities permitted by the WIOA guidelines or federal regulations. Allowable program services/activities include career and training services and supportive services.

Cost Reimbursement Contract-This is a contract format that provides for the reimbursement of all allowable costs, which have been identified and approved in the contract budget. It requires the proposer maintain the documentation necessary to support the cost.

Administrative Cost-That portion of the contract budget, which is associated with the overall management, and administration of the WIOA program services and which is not directly related to the provision of services to customers.

Cost Allocation Plan-A plan that identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs for a program are charged to a particular cost category.

In general, to be an allowable charge to WIOA, a cost must meet the following principles:

- Costs must be necessary and reasonable for the performance of the award.
- Costs must be allocable to the grant.
- Costs must be authorized and not prohibited under federal, state, or local laws or regulations.
- Costs must receive consistent treatment by the sub-recipient.
- Costs must be adequately documented.
- Costs must conform to federal exclusions and limitations.

Complete the Budget Summary in its entirety. If no amount is indicated, please record \$0.

If written documentation is necessary concerning any budget line item, please attach to the Budget Summary document.

Facilities - The Santee-Lynches WDB currently plans to continue to operate its current one-stop/SC Works service centers for **Program Year 2023**. **The Kershaw County and Sumter County** locations are sites leased by the SLWDB. Both sites are cost shared with required core 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.

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.

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, 2023 – June 30, 2024**. 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.**

VI. RATING AND RANKING EVALUATION CRITERIA

PROPOSAL EVALUATION CRITERIA

The criteria below is to be used to evaluate proposals for WIOA Title I Services to Adults and Dislocated Workers. Each question is listed in the order of importance.

A. Program Effectiveness:

1. Are the target groups clearly identified? Does the Proposer identify recruitment strategies?
2. Did the proposal clearly provide a description of Delivery of Title I Adult and Dislocated Worker Services?
3. How does the Proposer plan to provide services?
4. Does the proposal describe partners that will be used? Are the roles clearly defined?
5. Does the organization have the ability to provide or arrange appropriate supportive services or financial assistance in accordance with the service strategy?
6. Does the Proposer have a plan for monitoring project success? Participant/Center success?
7. Does the proposal present a logical plan for participants transitioning to the new provider and continuing his/her employment plan?
8. Does the proposal show effective strategies for providing participants a sustainable career?
9. Does the proposal include a strong follow-up component to ensure success for participants after exit?

B. Proposer's Qualifications

1. Does the Proposer have the organizational structure to administer the proposed project?
2. Does the Proposer meet the WIOA requirements to bid on the proposed project?
3. Does the Proposer have the background and experience in providing training services?
4. Does the proposal include an organizational chart and job descriptions for all budgeted staff?
5. Does the proposed staff have appropriate experience to provide the services of the project? If positions are vacant, does the proposal demonstrate an ability to recruit professional staff to operate the project on the proposed timeline?

C. Performance (Demonstrated and/or Projected)

1. Has the Proposer clearly outlined the goals and objectives of the program? Are the outcomes acceptable?
2. Did the Proposer demonstrate understanding of benchmark goals as indicators of the program objectives? Did the Proposer include goals to monitor the success of the project?
3. Does the Proposer have successful experience in serving the eligible population with services related to education and employment goals?
4. If the Proposer is a current provider, is the current grant successful in terms of performance outcomes and/or monitoring visits?

D. Fiscal Responsibility

1. Has the Proposer demonstrated ability to safeguard federal funds? Could the Proposer repay disallowed costs if disallowances are made during the monitoring of the grant?
2. Does the Proposer have a history not characterized by fraud and/or criminal activity of a significant nature? Has the Proposer not had a history of failure to comply with audit, monitoring, or reporting requirements?
3. For Fixed Price – Performance Based proposals, does the proposed payment schedule reflect payment based on achievement of recognized performance goals that are documented?
4. Are the costs reasonable for the activities to be provided and performance outcomes to be achieved?
5. Is the budget detailed and accompanied by a budget narrative?

E. General Responsiveness

1. Does the application demonstrate an understanding of information requested and conform to the requirements of the RFP?
2. Does the proposal demonstrate an understanding of the guiding principles of WIOA?
3. Is the response complete with the items requested?
4. Is there internal consistency of data presented?
5. Is the Executive Summary clear and concise?

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#: 2023-005 – Title I Adult and Dislocated Worker Services authorized under WIOA of 2014

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

Proposal Deadline: **April 27, 2023 - 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: Any Addendum will be added to the SLCOG's website no later than April 17, 2023, 5:00 PM - www.santeelynychescog.org/rfpsbids.

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

PROPOSAL CHECKLIST

One (1) original and five (5) copies (no fax or email) are due at the **Santee-Lynches Workforce Development Area, 2525 Corporate Way, Suite 200, Sumter, SC 29154** no later than **3:00 PM EST, April 27, 2023**. 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 Workplace 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

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:

SANTEE-LYNCHES WORKFORCE DEVELOPMENT BOARD
PROGRAM YEAR 2023
TITLE I SERVICES FOR ADULTS AND DISLOCATED WORKERS
AS AUTHORIZED UNDER WIOA
July 1, 2023 - June 30, 2024
“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 \$ _____

TOTAL NUMBER TO BE SERVED: _____

SIGNATORY OFFICIAL: _____

(SIGNATURE REQUIRED)

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 WIA, 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:		
Title I Services for Adults and Dislocated Workers		
Other (describe)		

Describe in detail below WIOA Title I Services for Adults and Dislocated Workers 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)**. Reference Section V of the RFP.

A. Service Delivery Strategies

1. Describe the proposer's strategies for conducting outreach and recruitment to potential eligible candidates to receive services through the Adult and Dislocated Worker programs. Highlight any local partner organizations that will be key in outreach and recruitment strategies and the methods the proposing organization will take to work with them.
2. Describe the provider's planned approach to marketing the program and its services to individuals.
3. Describe the process the proposing organization will take to ensure suitability of eligible participants for the Adult and Dislocated Worker Programs.
4. Describe the career, aptitude, and literacy assessments that will be used during the intake and case management process for Adult and Dislocated Worker participants to determine suitable training programs and career pathways.
5. Describe the local partners that will be critical to providing services to eligible Adults and Dislocated Workers, and how the proposing organization will work toward collaboration and reduce duplication of services.
6. Describe how the proposing organization will approach the target industries and the emerging industries identified in the Santee-Lynches LWDB Local Plan and encourage Adult and Dislocated Worker participants to move toward skills leading to demand occupations within these industries.
7. Describe the importance of the SC Works Online Services system and how the proposing organization will ensure that all data is entered in a timely and accurate manner. Please note any previous experience and success with using the Virginia Workforce Connection.
8. Describe the strategies and tracking that the proposing organization will take to meet the State's mandate that 30% (minimum) of expenditures in Adult and Dislocated Worker Programs are required to be training and supportive service activities.
9. Describe the employment placement strategies that will be implemented to ensure that Adult and Dislocated Worker participants are not only receiving training and skills to enhance their

competitiveness, but also receiving assistance with connecting with local employers and job search activities.

10. Describe how the proposing organization will ensure that Adult and Dislocated Worker participants have the necessary employment skills (“soft skills”) to complete interviews and secure and retain employment.
11. Describe how the proposing organization will work with the Santee-Lynches Business Services Lead with employment placement strategies and On-the-Job Training (OJT) recruitment.
12. Describe how the proposing organization will work with the Santee-Lynches Business Services Lead to place Adults in Work Experience activities and how this will be set forth in the participant’s Individual Employment Plan.
13. Describe the organization’s record management process to ensure that participant’s information is kept in a secure environment.

B. Proposer Qualifications

1. Describe your organizational structure and how you plan to administer the proposed project. Describe previous or current experience with WIOA or similar employment-related services programs preparing participants for or placing in employment. Indicate where previous experience occurred, what programs were operated, and how many individuals were served, trained, and placed.
2. Please describe the qualities held by leadership within the proposing organization and their experience with managing WIOA programs or other employment-service related programs. Please include an updated copy of an organization chart showing the supervision and work flow from leadership through case management.
3. Please describe how the proposing organization will recruit qualified and skilled case managers to prevent turnover.
4. Describe the proposing organization’s history of meeting various contract performance goals and objectives. Please include specific examples.

C. Service Area & Operations

1. Please demonstrate your understanding of local partners, population, and geographical diversity of the Santee-Lynches Local Workforce Development Area.
2. Describe initial and ongoing training that is provided to staff to ensure at a minimum an understanding of WIOA legislation, case management tactics, SLWDB policies and procedures, customer service, and other internal processes.

3. Describe the development and management of quality control processes to ensure continuous improvement, including but not limited to, internal monitoring of participant files, performance tracking and internal monitoring of case manager's time and effort.
4. Please describe the financial systems in place to operate the programs listed in the RFP and the internal controls present to ensure all costs are allowable and expenditures are tracked for reporting purposes. Please also note the relationship of financial staff and case management/project management staff and how they will ensure all parties are knowledgeable of expenditures to operate the WIOA programs listed in the RFP.

D. Budget

1. Please include a budget narrative that addresses the following:
 - A description of how the proposed budget effectively supports the program model.
 - Include evidence in the budget of leveraged resources and in-kind contributions that will assist in meeting proposal outcomes, if any.
 - If your organization is requesting a profit and/or indirect rate, documentation to support the requested percentage must be attached.

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 to provide WIOA Title I Services to Adults and Dislocated Workers.
- C. Describe the range of activities to be performed by staff.
- D. Provide information relative to the assigned staff's experience in providing services to Adults and Dislocated Workers under Title I or similar programs.
- E. Describe the proposer's accounting/financial procedures.
- F. Describe how your organization plans to comply with the required background checks for WIOA staff.

SUMMARY OF PROPOSER’S QUALIFICATIONS

A. Discuss the proposer’s knowledge and experience in dealing with South Carolina State Government, its structure, rules and policies.

B. 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

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

**BUDGET SUMMARY
WIOA ADULT PROGRAM**

LINE ITEMS	TOTAL BUDGET
Staff Salaries and Fringe Benefits <i>(Complete attached Staff Benefits Chart)</i> <i>(This should not be more than 52% of the total budget)</i>	\$ _____
*Facilities Cost (space)	\$ _____
Equipment	\$ _____
Operating Expenses	
Telephone	\$ _____
Postage	\$ _____
FAX	\$ _____
Staff Travel	\$ _____
Office Supplies	\$ _____
Copying	\$ _____
Equipment Repairs and Maintenance	\$ _____
Utilities Cost	\$ _____
Other: _____	\$ _____
Total: <i>(This cannot be more than 15% of the total budget)</i>	\$ _____
Training Costs	
Tuition (ITA)	\$ _____
GED Training	\$ _____
On-the-Job Training	\$ _____
Work Experience	\$ _____
Other: _____	\$ _____
Supportive Service Costs	
Childcare	\$ _____
Transportation	\$ _____
Other: _____	\$ _____
Total: <i>(Training Costs and Supportive Service Costs)</i>	\$ _____

Staff Training/Technical Assistance Costs \$ _____
(GSA travel and expense rate will apply)

Other Direct Costs \$ _____

Profit \$ _____
(Not to exceed 8% of total budget)

****Indirect Costs** \$ _____
(Please include a copy of the Indirect Cost Plan)

GRAND TOTAL: \$ _____

**(Please indicate how you derived at this figure.)*

**** INDIRECT COSTS - State agencies that have an approved indirect cost plan must include indirect costs as a part of their application. The amount of allowable indirect costs will be negotiated after the grant award. No services that are included in indirect costs may be direct charged. Indirect cost plans must be submitted upon award and must specify services that are included in the indirect charges.**

**BUDGET SUMMARY
WIOA DISLOCATED WORKER PROGRAM**

LINE ITEMS	TOTAL BUDGET
Staff Salaries and Fringe Benefits <i>(Complete attached Staff Benefits Chart)</i> <i>(This should not be more than 52% of the total budget)</i>	\$ _____
*Facilities Cost (space)	\$ _____
Equipment	\$ _____
Operating Expenses	
Telephone	\$ _____
Postage	\$ _____
FAX	\$ _____
Staff Travel	\$ _____
Office Supplies	\$ _____
Copying	\$ _____
Equipment Repairs and Maintenance	\$ _____
Utilities Cost	\$ _____
Other: _____	\$ _____
Total: <i>(This cannot be more than 15% of the total budget)</i>	\$ _____
Training Costs	
Tuition (ITA)	\$ _____
GED Training	\$ _____
On-the-Job Training	\$ _____
Work Experience	\$ _____
Other: _____	\$ _____
Supportive Service Costs	
Childcare	\$ _____
Transportation	\$ _____
Other: _____	\$ _____
Total: <i>(Training Costs and Supportive Service Costs)</i>	\$ _____

Staff Training/Technical Assistance Costs \$ _____
(GSA travel and expense rate will apply)

Other Direct Costs \$ _____

Profit \$ _____
(Not to exceed 8% of total budget)

****Indirect Costs** \$ _____
(Please include a copy of the Indirect Cost Plan)

GRAND TOTAL: \$ _____

**(Please indicate how you derived at this figure.)*

**** INDIRECT COSTS - State agencies that have an approved indirect cost plan must include indirect costs as a part of their application. The amount of allowable indirect costs will be negotiated after the grant award. No services that are included in indirect costs may be direct charged. Indirect cost plans must be submitted upon award and must specify services that are included in the indirect charges.**

STAFF BENEFITS CHART

(A) Position	(B) WIOA Funded Base Salary Per Week	(C) WIOA % of Time	(D) # of Weeks	(Col. BxCxD)
				Total Cost
TOTAL STAFF SALARIES				

STAFF FRINGE CHART

Fringe	Total Cost
FICA – 7.65% x \$_____	
Health Insurance	
Worker’s Comp - _____% x \$_____	
Unemployment Insurance	
Retirement/Pension - _____% x \$_____	
Other	
TOTAL FRINGE BENEFITS	

Add Total Staff Salaries and Total Fringe Benefits and place it on the first line of the Budget Summary.

Grand Total: Salary & Fringes \$_____

BUDGET BACK-UP SHEET
For

PROCURED SUBCONTRACT SERVICES

(This form may be duplicated)

Include all subcontractors/consultants with whom you plan to enter into contractual agreements as a result of this proposed WIOA Project.

Agency Name	Contact Person	Services to be Provided	Estimated Subcontract Amount (\$)

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)
*Terms and Conditions subject to change as the WIOA Law and Federal Register is fully developed

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)