

GENERAL PROVISIONS AND REQUIREMENTS

1. This RFP does not commit the High Country Workforce Development Board (HCWDB) to award a grant.
2. Proposals must be submitted in the format set forth in the Proposal Format and Required Forms section of the RFP and adhere to the minimum requirements specified therein.
3. Formal notification to award a contract and the actual execution of a contract are subject to the following:
 - a. Receipt of WIOA funds granted;
 - b. Results of negotiations between selected service providers and HCWDB administrative staff; and
 - c. Continued availability of WIOA funds.
4. Any changes to the WIOA program, the NC WIOA Plan, or the HCWDB WIOA Plan, may result in changes to contracting and requirements. In such instances, the HCWDB will not be held liable for what is in the offeror's proposal or this RFP package.
5. Each offeror submitting a proposal will be notified in writing of the HCWDB decision concerning its proposal.
6. Proposals submitted for funding consideration and programs operated must be consistent with the federal WIOA legislation, all applicable federal regulations, the NC Division of Workforce Solutions policies and issuances, the HCWDB policies and procedures.
7. Offerors selected for funding must also ensure compliance with all applicable Office of Management and Budget (OMB) Circulars.
8. HCWDB may require selected service providers to participate in negotiations and to rewrite their proposals as agreed upon during the negotiations.
9. Additional funds received by the HCWDB may be contracted by expanding existing programs and contracts, or by consideration of proposals not initially funded under this RFP, if such proposals were rated in the competitive range. These decisions shall be at the discretion of the HCWDB.
10. The HCWDB may decide not to fund part or all of a proposal even though it is found to be in the competitive range if, in the opinion of the HCWDB, the services proposed are not needed, or the costs are higher than the HCWDB finds reasonable in relation to the overall funds available, or if past management concerns lead the HCWDB to believe that the service provider has undertaken more services than it can successfully handle.
11. If through the negotiation process, it becomes evident that the proposed service provider may not be able to fulfill contract expectations, the HCWDB reserves the right not to enter into contract with the organization, regardless of HCWDB approval of the offeror's proposal.

12. The HCWDB reserves the right to modify or alter the requirements and standards as set forth in this RFP based on program requirements mandated by state or federal agencies.
13. Service providers will be expected to adhere to HCWDB procedures to collect, verify and submit any required monthly or quarterly reports as well as monthly invoices to the HCWDB.
14. All grievances arising out of WIOA or this RFP must be filed according to HCWDB's established grievance procedures as specified in the HCWDB Procurement and Contracting Policy.
15. All service providers must ensure equal opportunity to all individuals. No individual in the High Country Local Area shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any WIOA-funded program or activity because of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief.
16. Service providers must accept liability for all aspects of any WIOA program conducted under contract with the HCWDB. Service providers will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.
17. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a service provider fails to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.
18. Service providers will allow access to all WIOA records, program materials, staff, and participants to local, state, and federal representatives. In addition, service providers are required to maintain all WIOA records for five years from the last day of each program year.
19. The HCWDB reserves the right to approve any new potential staff hires by the service provider.
20. The selected service provider will make itself available for the development of a local leadership team that will meet prior to the contract start if necessary.

PROGRAM AND FINANCIAL MANAGEMENT

Instructions: Please complete the following section. Areas that address compliance issues must identify the appropriate member of the agency's staff who will be responsible for compliance. Add any comments you find necessary for clarification.

Equal Employment Opportunity (EEO)

Name of EEO Officer:

Position Title:

Email:

Phone number:

Internal Program Management and Monitoring Procedures

Staff Name:

Email:

Phone number:

Invoicing and Financial Reporting

Staff Name:

Email:

Phone number:

Requirements for Depository Accounts Holding WIOA Funds

Name of Institution(s):

Is this account interest bearing?

Property Management Requirements

Staff Name:

Email:

Phone number:

ASSURANCES AND CERTIFICATION

As an agency requesting WIOA funding, we assure and certify that our agency will comply with the following provisions:

1. That it will exclusively use the statewide/regional brand name for the statewide/High Country workforce development system in lieu of traditional workforce development language and organizational names in the marketing and delivery of services and programs;
2. That it will consistently identify individual programs and activities in user-friendly terms, rather than bureaucratic lingo;
3. That it will designate appropriate job titles for staff who work with WIOA participants and detailed job descriptions will be available for each job title. These job titles will consistently be used with external customers;
4. That it will maintain customer files according to local area policies and guidance and adhere to data validation expectations;
5. That it will not place participants in WIOA-subsidized work settings which are designed to provide maintenance to the employers' place of business;
6. That it will fully comply with the requirements of the WIOA; all federal regulations issued pursuant to the Act; the North Carolina Strategic Plan; the High Country local Plans and policies; the local Consortium/Chief Local Elected Official; and the NC Division of Workforce Solutions;
7. That it will administer the program in full compliance with safeguards against fraud and abuse as set forth in the law and regulations; that no portion of its program will in any way discriminate against, deny benefits or employment to, or exclude from participation any person on the grounds of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief or any other non-relevant factor;
8. That it will house all WIOA service provider staff at the career center of each county to the greatest extent possible for which it receives a contract and will accept all associated workforce roles and responsibilities;
9. That it will operate the program in full compliance with health and safety standards established under state and federal law and that conditions of employment and training will be appropriate and reasonable in light of such factors as the type of work, geographical area, and proficiency of the participant;
10. That ineligible applicants will be referred to other appropriate services, including career services available at the career center;
11. That other resources will be exhausted prior to using WIOA funds;
12. That all participants employed by the program who are not covered under state workers' compensation laws and all participants enrolled in classroom training shall be provided with adequate on-site medical/accident insurance;
13. That all WIOA customers participating in on-the-job training activities or individuals employed in other activities under WIOA be compensated at the same rates, including periodic increases and working conditions, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills and such rates shall be accordance with applicable law. In no event shall the wage be less than the applicable state or local minimum wage law;
14. That no participant will be employed to fill a job opening when any other person is on layoff from same or equivalent job, or when employer terminates the employment of any regular employee or otherwise reduces its workforce with the intention of filling vacancies with WIOA participants.

15. That no WIOA funds will be used for contributions on behalf of any participant to retirement systems or plans; to impair existing contracts for services for collective bargaining agreements; to assist, promote, or deter union activities; or to displace any currently employed worker;
16. That documentation and reports to the HCWDB or its staff will be provided in a timely fashion, as requested;
17. That all customer information will be keyed into the client management information system, NCWorks, in accordance with state and local policy, both in terms of content and timeframe expectations;
18. That eligibility verification will be completed and documented in accordance with federal, state, and local policy;
19. That participant or staff loans will not be made from WIOA funds;
20. That total project costs will not exceed the amount agreed upon during contract negotiations and included in contracts;
21. That it will coordinate training site visits by the HCWDB staff and HCWDB members on request and will fully cooperate with monitoring reviews and other site visits by any representative of the WIOA;
22. That it will, in carrying out the contract, refrain from activities involving either actual or the appearance of conflict of interest according to NC General Statutes and HCWDB's Conflict of Interest Policy;
23. That it will adhere to the North Carolina records retention policy and all WIOA financial and programmatic records (including customer files) will be maintained by each service provider for a minimum of five years from the date the program year audit is completed.
24. That it will have an annual single audit performed in accordance with current federal regulations and that upon receipt of completed audit, service provider will submit a copy to the HCWDB within thirty days (30) unless a longer period is agreed to;
25. That it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352);
26. That it will comply with the nepotism provisions as they relate to federally funded programs;
27. That it will comply with the Immigration Reform and Control Act of 1986 by completing and maintaining on file an I-9 form for each participant receiving WIOA wages;
28. That it will comply with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (PL 91-646) which requires fair and equitable treatment of persons displaced as a result of federally assisted programs;
29. That the organization is not debarred, suspended, proposed for debarment, or declared ineligible from participation in this proposal;
30. That it does not use federal funds for lobbying purposes. If lobbying has occurred utilizing funds other than federal funds, the service provider agrees to file a disclosure report, if applicable;
31. For grants, contracts, and subcontracts in excess of \$100,000, or where the NC Department of Commerce Division of Workforce Solutions has determined that orders under an indefinite quantity agreement 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 USC 1319 (c)) and is listed by the United States Environmental Protection Agency (USEPA) or is not otherwise exempt, the operator assures that (1) no facility to be utilized in the performance of the proposed grant is on the EPA List of Violating Facilities; and (2) prior to award, it will notify the Division of the receipt of any communication from the Director of Federal Activities, USEPA, indicating that a facility to be used for a contract is under consideration to be listed.
32. That no funds will be used to develop or implement education curricula for school systems in the state;
33. That no WIOA funding will be used for sectarian activities and that employees paid from WIOA funds will not participate in sectarian religious activities in the execution of their job duties;
34. That no WIOA funds will be used to encourage or induce the relocation of a business;
35. That no WIOA funds will be used for customized or skill training and related activities after the relocation of a business until after 120 days;

36. That no WIOA funds will be used for foreign travel;
37. That no WIOA funds will be used to duplicate services available in the area;
38. That participants will not be charged fees for placements or referrals;
39. That no WIOA financial assistance will be provided to any program that involves political activities and the subrecipient agrees to comply with the provisions of the Hatch Act which limits the political activity of certain state and local government employees and enrollees in federally funded programs;
40. That all WIOA participants and WIOA funded staff are aware of grievance procedures and the Subrecipient assures and certifies that they have in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from participants/enrollees, sub-grantees, and subcontractors and other interested parties.
41. The subrecipient will comply with NC-General Statutes, which prohibits public officials and employees from having a personal interest in any contract to which s/he is also a party in an official capacity.
42. That no WIOA funds will be used to pay any severance package benefits;
43. That layoffs/reduction of staff and salary changes/increases will be discussed with the WDB before implementing;
44. The subrecipient assures and certifies that it, and all of its subcontractors, will comply with applicable provisions of the following laws as they relate to employment and training procedures:

The Drug Free Workplace Act The Immigration Reform Act The American's with Disabilities Act	The Davis-Bacon Act Child Labor Laws The Fair Labor Standards Act
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This is to certify that all specifications contained in the HCWDB's RFP have been read, understood, and addressed in the proposal; that the required format has been followed; that all of the information contained in this proposal is true and correct; that the subrecipient organization will comply with all of the above assurances; and that this proposal has been duly authorized by the governing body of the subrecipient organization.

Signature of Authorized Representative

Date

Printed Name

Title

STATEMENT OF COMPLIANCE

I hereby certify:

1. That the proposer is duly approved to submit this application requesting funding under the WIOA.
2. That the proposer does hereby agree to execute all work related to this application in accordance with the WIOA grant, the NC Division of Workforce Solution policies, HCWDB policies and guidelines, and other administrative requirements issued by the Governor of North Carolina. The proposer shall notify the HCWDB within 30 calendar days after issuance of any amended directives if it cannot comply with the amendments.
3. That the proposer will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation, and improper conduct which may or may not be fraudulent in nature.
4. That the contents of the application are truthful and accurate, and the above-named proposer agrees to comply with the policies stated in this application.
5. That this application represents a firm request subject only to mutually agreeable negotiations; and
6. That the proposer is in agreement that the HCWDB reserves the right to accept or reject any proposal for funding; and
7. That the proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that if awarded a contract for the service, assures that no sub-contracts, grants or assistance will be made, or permitted to any debarred or suspended organization as provided under Executive Order 12549.

Authorized Signature

Printed Name

Title

Organization

.....
_____ County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Name(s) of Principal(s)

Name(s) of Principal(s)

Date

Official Signature of Notary

(Official Seal)

_____, Notary Public
Printed Name

My commission expires: _____

INSTRUCTIONS FOR CERTIFICATION-LOWER TIER TRANSACTIONS

- By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the List of parties Excluded from Procurement or Non-procurement Programs.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATE 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, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211).

(BEFORE COMPLETING THE CERTIFICATION, READ THE ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective recipient of federal assistance funds 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 recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Subrecipient Organization

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by the following:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will - -
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- f. Taking one of the following actions, within 30 calendar days or receiving notice under paragraph (d) (2), with respect to any employee who is so convicted –
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place(s) of Performance (street address, city, county, state, zip code):

Check [] if there are workplaces on file that are not identified here.

Agency

Signature of Signatory Authority

Date

Signatory Title

JOB DESCRIPTIONS

Using this format, complete a separate Job Description for each Position/Job Classification that will provide WIOA services under the terms of this agreement, whether funded in full, in part, or not at all, with WIOA funds from this program. Please identify the following:

1. Job Title
2. How is position funded (WIOA/in kind, etc.)?
3. Describe actual job duties or tasks to be performed in relation to the above named WIOA program and job title (or attach job description).
4. Minimum education, experience, and qualifications of the person to perform the above job duties.
5. What is the anticipated amount of time this staff person will provide WIOA-funded services:
 - a. _____ hours per day
 - b. _____ hours per week
 - c. _____ office location
6. What is the anticipated amount of time this staff person will provide WIOA-funded services:
 - a. _____ Adult
 - b. _____ Dislocated Workers
 - c. _____ Business Services
 - d. _____ Youth
 - e. _____ Career Center Operator
7. Name of Immediate Supervisor: (If position needs to be filled, indicate this.)
8. Will the staff person(s) assigned to this position work in other sections/departments with the agency? If so, please describe.