



Fiscal Agent for the Lowcountry Workforce Board

Solicitation Number:
Date Issued:
Procurement Officer:
Phone:
E-Mail Address:

RFP COVER PAGE 1 OF 2
WIOA 2018-01 ADY-OSO
February 26, 2019
Shelly Campbell
843-473-3975
scampbell@lowcountrycog.org

DESCRIPTION: ACQUIRE SERVICES (JAN 2006): The purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications.

USING GOVERNMENTAL UNIT: Lowcountry Council of Governments (LCOG) Fiscal Agent for the Lowcountry Workforce Board (LWB)

Sabrina P. Graham

Sabrina Graham, Executive Director Lowcountry Council of Governments

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

Lowcountry Council of Governments
Post Office Box 98
Yemassee, South Carolina 29945-0098

PHYSICAL ADDRESS:

Lowcountry Council of Governments
634 Campground Road
Point South, South Carolina 29945

SUBMIT OFFER BY (Opening Date/Time) April 8, 2019 / 1:00 pm (EST) (See "Instructions to Proposers" provision)

QUESTIONS MUST BE RECEIVED BY March 12, 2019 / 5:00 pm (EST) (See "Instructions to Proposers" provision)

NUMBER OF COPIES TO BE SUBMITTED: 1 original, 1 electronic .pdf copy, and 4 hard copies; (1 Redacted Copy-if applicable)

CONFERENCE TYPE: Pre-Proposal (Non-Mandatory)
DATE & TIME: March 15, 2019 1:00 pm (EST)

LOCATION: 634 Campground Road
Point South, SC 29945

AWARD & AMENDMENTS

Award will be posted on April 29, 2019. The award, this solicitation, any amendments, and any related notices will be posted at the PHYSICAL ADDRESS listed above and may be posted at http://www.lowcountrycog.org/workforce/request_for_proposal/index.php

You must submit a signed copy of this form with Your Offer. By submitting a Proposal or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred (100) calendar days after the Opening Date. (See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.)

- Sole Proprietorship Partnership Other _____
 Corporate entity (not tax-exempt) Corporation (tax-exempt) Government entity (federal, state, or local)

RFP COVER PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business) 	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) <hr/> Area Code - Number - Extension Facsimile <hr/> E-mail Address
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PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) <hr/> Payment Address same as Home Office Address Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) <hr/> Order Address same as Home Office Address Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS							
A proposer acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

Quote/Proposal: \$ _____	Type of Contract: <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Fixed Price-Performance Based (check only one)
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PAGE TWO

End of PAGE TWO

By submitting Your Proposal or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page.

TABLE OF CONTENTS

PAGE NUMBER (S)

WIOA 2018-01 WIOA ADY-OSO COVER PAGE (FORM 2) 1-2

TABLE OF CONTENTS..... 3-4

PART I: GENERAL INFORMATION

A.	ELIGIBLE PROPOSERS	5
B.	DISCLAIMER	6
C.	INTRODUCTION/PURPOSE	6
D.	BACKGROUND	7
E.	SERVICE AREA LOWCOUNTRY OVERVIEW	7-8

PART II: REQUIREMENTS

A.	PROPOSER'S CONFERENCE	9
B.	DELIVERY OF PROPOSALS	9-10
C.	KEY EVENTS AND DATES	10
D.	APPLICABLE ACT AND REGULATIONS	10
E.	FUNDING ESTIMATE	11-12
F.	AMENDMENTS	12
G.	POLICY OF COMPETITION	12
H.	RESPONSIVENESS OF PROPOSAL	12-13
I.	CONTRACT DURATION AND OPTION	13
J.	MULTIPLE PROPOSALS	14
K.	CONTRACT ADMINISTRATION AND NEGOTIATION	14
L.	REQUEST FOR PROPOSAL "NO REPLY"	14
M.	ADMINISTRATIVE FISCAL CAPABILITIES	14-15
N.	DOCUMENTS REQUIRED OF SELECTED PROPOSERS	15
O.	DISCUSSION / NEGOTIATION	15
P.	PROHIBITION OF GRATUITIES	15
Q.	APPEAL/PROTEST	15-16
R.	AFFIRMATIVE ACTION	16-17
S.	STAFFING	17
T.	AUDIT/MONITORING EXCEPTIONS	18
U.	ERRONEOUS PROPOSAL	18
V.	PROPOSAL CONSTITUTES OFFER	18
W.	PROPOSERS' RESPONSIBILITY	18
X.	SPECIFICATIONS MANDATORY	18
Y.	ADMINISTRATIVE ENTITY	18
Z.	SUBCONTRACT/SUBTIER AGREEMENTS	18-19
AA.	PROHIBITION ON LOBBYING	19
BB.	SUSTAINABILITY	19
CC.	NON-DUPLICATION	19
DD.	OWNERSHIP OF MATERIAL	19
EE.	PROCUREMENT	19

FF.	REDUCTION IN BUDGETS AND NEGOTIATION	20
GG.	CONTRACT AWARD	20
HH.	FEE FOR SERVICE	20
II.	MONITORING/AUDIT	20-21
JJ.	FINANCIAL MANAGEMENT	21-22
KK.	STAFF TIME RECORDS	22
LL.	TRAVEL AND EXPENSE	22
MM.	USE OF GRANT FUNDS	22-23
NN.	COST ALLOCATION PLANS	
OO.	ALLOWABLE COST, COST PRINCIPLES, UNIFORM ADMINISTRATIVE REQUIREMENTS	23-24
PP.	PROFIT AND INDIRECT	24-25
QQ.	CONTRACT TYPE	25
RR.	INCOME	25
SS.	OBLIGATION OF GRANT FUNDS	26
TT.	CLOSEOUT PHASE	26
UU.	LOCAL PREFERENCE AND TIE BREAKER	26
VV.	SYSTEM FOR AWARD MANAGEMENT (SAM)	26
<u>PART III: SCOPE OF WORK</u>		27-50
A.	ONE STOP OPERATOR	27-41
B.	ADULT-DISLOCATED WORKER AND YOUTH SERVICES	42-50
<u>PART IV: RESPONSE/OFFER</u>		
A.	REVIEW AND SELECTION PROCESS	51-55
B.	EVALUATION CRITERIA	56-58
<u>PART V: RESPONSE PACKAGE AND PROPOSAL INSTRUCTIONS</u>		
A.	EXECUTIVE SUMMARY	59
B.	ADMINISTRATIVE, FISCAL AND MANAGEMENT CAPABILITY	59-61
C.	DOCUMENTS REQUIRED OF PROPOSER	62
D.	STATEMENT OF WORK RESPONSE	63-69
	▪ ONE STOP OPERATOR,	
	▪ ADULT-DISLOCATED WORKER, AND	
	▪ YOUTH SERVICES	
E.	FORMS REQUIRED OF PROPOSER	70-87
<u>PART VI: TERMS AND CONDITIONS</u>		
A.	SC MATERIALS MANAGEMENT PROVISIONS	88-98
B.	WORKFORCE INVESTMENT ACT TERMS AND CONDITIONS	99-120

PART I: GENERAL INFORMATION

A. ELIGIBLE PROPOSERS

Workforce development minded organization with or without previous experience as a contractor in the Lowcountry area are encouraged to submit proposals; however, only proposals from organizations that can demonstrate that they have the ability to provide workforce development services full-time, at an acceptable level, and on-site within the region will be considered for funding.

Proposers must demonstrate the administrative, fiscal, and management capability to successfully provide the services identified in this RFP.

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 as a Sub recipient. This includes the ability to provide an adequate audit trail and meet the audit requirements of a Sub Recipient.
3. Have experience providing and/or placing participants in vocational/occupational and skill training.
4. Have experience placing participants in employment.
5. Meet other requirements listed in this RFP

Contract(s) resulting from this RFP are anticipated to begin **June 1, 2019 and end June 30, 2020.**

Proposers must commit to being responsible for providing all WIOA One Stop Operator, Adult, Dislocated Worker and Youth services in the counties of Beaufort, Colleton, Hampton and Jasper. All WIOA services funded through this RFP must be provided at **SC Works** service centers located within the LWB's service area. LWB 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 LWB's service area (with or without reimbursement) from other Federal, State, or local sources.

When selecting a service provider, the LWB must award only to responsive and responsible entities that possess the ability to successfully perform under the terms and conditions of this procurement. Consideration must be given to the entity's integrity, compliance with public policy, record of past performance, and financial and technical resources (2 CFR 200.318(h)).

Proposers must furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The LWB reserves the right to make the final determination as to the Proposer's ability to provide the services requested herein.

Any Proposer may be requested to make an oral presentation of their proposal to the LWB, or its designee after the proposal opening. Such presentations provide an opportunity for the Proposer to clarify their proposal and to ensure mutual understanding. LCOG Staff will schedule these presentations, if required. All costs associated with the oral presentation will be the responsibility of the Proposers.

Nothing herein is intended to, nor should it be construed to, limit competition. Instead, this RFP is for the purpose of meeting the full needs of the LWB using a system of fair, impartial and free competition among all Proposers. It is the intent and purpose of the LWB that this RFP permit competition.

B. DISCLAIMER

WIOA was signed into law on July 22, 2014 and is still an evolving work in progress. WIOA is 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 they need. These services will be made available through the One Stop System. This is the first legislative reform in fifteen years of the public workforce system. 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. Final Regulations were issued August 19, 2016. Updates from the Departments will be issued over time.

This request for proposals, any Proposals submitted by proposers to this request, and any final contracts negotiated with the successful Proposer(s) as a result of this proposal is subject to final laws, regulations and guidance and may be changed at any time to be in compliance with those laws, regulations and guidance.

The LWB 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 and as the State of South Carolina and Local area continues to develop and refine systems, policies, procedures and regulations. The successful proposer will work very closely with LCOG Workforce Development staff and the Lowcountry Workforce Board (LWB) to develop and refine operations and services as WIOA evolves and as regulations and guidance (Federal, State and Local) are issued. This may occur at any time prior to/or during implementation of the WIOA programs or any applicable extensions. Therefore, proposing organizations should expect requests to modify program design or the delivery of services. All proposers must demonstrate the capability and agree, in advance, to modify their program design in a timely manner to comply with the new regulations, policy, and/or changes to available funds. These changes will be accomplished through issuance of communications which shall be filed with and will become a part of the contract. It will be incumbent on the successful proposer to fully and quickly implement changes, including sharing the information and provision of training to applicable staff. By submitting a Proposal the proposer is explicitly stating that it agrees to and understands all the conditions herein.

C. INTRODUCTION/PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit competitive proposals for the provision of WIOA One Stop Operator, Adult, Dislocated Worker and Youth services across the entire Lowcountry service area (Beaufort, Colleton, Hampton and Jasper Counties) in South Carolina.

It is the intent of the LWB to build a complete workforce system that will provide comprehensive and individualized services for the holistic development of an individual's needs. These services will improve education and skill competencies, encourage and develop education and employment goals to make the connection between school and work, to provide links to the labor market, community programs, and services that have strong connections between academic and occupational learning to help customers address and resolve problems they may encounter while attaining the education and/or skills needed to obtain and retain employment and advance in the workforce. Please refer to <http://www.doleta.gov/WIOA> for more information on WIOA.

D. BACKGROUND

ALL WIOA funded services must be delivered in accordance with WIOA Law, rules and regulations, guidance from US Department of Labor (hereafter “DOL”), including the administrative requirements at 20 CFR Part 683, process and policies set forth by the State of South Carolina and the Lowcountry Workforce Board, and 2 CFR 200 and 2900.

WIOA'S THREE HALLMARKS OF EXCELLENCE

- The needs of businesses and workers drive workforce solutions and local boards are accountable to communities in which they are located
- One-Stop Centers (or American Job Centers) provide excellent customer service to jobseekers and employers and focus on continuous improvement
- The workforce system supports strong regional economies and plays an active role in community and workforce development

Across the system, continuous improvement is supported through evaluation, accountability, identification of best practices, and data driven decision making.

E. SERVICE AREA LOWCOUNTRY OVERVIEW

The Lowcountry Workforce Board (LWB) is the policy and planning body for workforce development activities in the South Carolina counties of Beaufort, Colleton, Hampton and Jasper. The LWB 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 Lowcountry area. 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 LWB brings together business and community leaders, appointed by the local county Chief Elected Officials (CEOs) functioning together within the conditions established in the Lowcountry Consortium Agreement. The LWB in partnership with the CEOs seeks to promote and expand workforce development activities to ensure the long-range economic vitality of the region.

The Lowcountry Council of Governments (LCOG) is the administrative entity/fiscal agent for the Lowcountry Workforce Area.

The Lowcountry SC Works System 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.

SC Works Lowcountry Centers (American Job Centers/AJC)

Services are driven by business and focus on customer choice. In the Lowcountry, there is a Comprehensive Center located in Beaufort and two Affiliate sites in Colleton and Hampton.

Beaufort SC Works
164 Castlerock Road
Beaufort, SC 29906
Monday – Friday 8:30 – 5:00

Colleton County Career Skills Center
1085 Thunderbolt Dr.
Walterboro, SC 29488
Monday – Friday 8:30 – 5:00

Technical College of the Lowcountry
54 Tech Circle
Varnville, SC 29944
Monday – Thursday 8:30 – 5:00, Friday 8:30 - noon

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 to maintain excellence in the services provided. It is expected that the same level of services, performance and efficiency that has historically been provided in the Lowcountry area will not decrease due to the implementation of the use of a contractor for service provision.

Part II: REQUIREMENTS

A. PROPOSER'S CONFERENCE (NON-MANDATORY)

A question and answer session pertaining to this RFP will be held in the Board Room at the Lowcountry Council of Governments, 634 Campground Road, Point South, SC 29945 on March 15, 2019 at 1:00 pm EST. LCOG staff will answer questions and/or requests for additional information relative to this RFP submitted in advance by interested Proposers. All questions and/or requests for additional information shall be submitted in advance in writing to ensure receipt prior to March 12, 2019 at 5:00 p.m.

<u>MAILING ADDRESS:</u>	<u>PHYSICAL ADDRESS</u>	<u>EMAIL ADDRESS</u>
Lowcountry Council of Governments Lowcountry Workforce Development Post Office Box 98 Yemassee, SC 29945-0098 Re: WIOA 2018-01- ADY-OSO	Lowcountry Council of Governments Lowcountry Workforce Development 634 Campground Road Yemassee, South Carolina 29945 Re: WIOA 2018-01- ADY-OSO	scampbell@lowcountrycog.org Re:WIOA 2018-01-ADY-OSO

No questions or requests for additional information will be accepted after the conference is adjourned. Only written questions submitted by the deadline will be answered at the Proposers Conference. No questions will be answered by telephone at any time during the response period. If auxiliary aids and services are necessary for this conference, requests must be made within a reasonable period of time prior to the conference. All inquiries submitted in writing prior to the conference. Answers that change the scope of this RFP will be replied to in writing and distributed to all potential Proposers by posting on the Lowcountry Council of Government’s website http://www.lowcountrycog.org/workforce/request_for_proposal/index.php.

If you have concerns about the solicitation, do not raise those concerns in your response! **After opening, it is too late! If this solicitation includes a pre-Proposal/proposal conference or a question & answer period, raise your questions as a part of that process!** Please see instructions under the heading "submission of questions" and any provisions regarding pre-Proposal/proposal conferences. [09-9010-1]

Communication is prohibited between the Proposers, their employees, representatives, or agents, and any LWB or LCOG board member or employee, representative, agent or intermediary, other than as stated in this RFP.

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

B. DELIVERY OF PROPOSALS

Proposals in response to this RFP, WIOA 2018-01 ADY-OSO, will be received until 1:00 pm April 8, 2019. Any proposals received after the scheduled date and time will be immediately disqualified in accordance with the S.C. Consolidated Procurement Code and Regulations. Proposers are urged not to wait until the deadline to submit Proposals. Proposals will be accepted at any time after the issuance of this RFP. If the Proposal is to be hand delivered prior to the deadline the Proposer must make an appointment with the procurement officer shown on the Cover Page for the application to be received. Should any errors relative to the Proposal due date appear in the Request for Proposal Package, the official due date is as shown on the Cover Page. Applications may be hand carried or mailed to:

MAILING ADDRESS:

Lowcountry Council of Governments
Lowcountry Workforce Development
Post Office Box 98
Yemassee, SC 29945-0098
Re: WIOA 2018-01-ADY-OSO

PHYSICAL ADDRESS

Lowcountry Council of Governments
Lowcountry Workforce Development
634 Campground Road
Yemassee, South Carolina 29945
Re: WIOA 2018-01-ADY-OSO

IT IS IMPORTANT TO NOTE THIS REQUIRED INFORMATION IS VITAL TO THE PROPER HANDLING OF THE QUOTE/PROPOSAL/OFFER, ESPECIALLY WHEN IT FIRST ENTERS THE DOOR; FAILURE TO INCLUDE THESE REQUIRED MARKINGS MAY RESULT IN YOUR DELIVERY NOT BEING HANDLED PROPERLY AND COULD RESULT IN YOUR QUOTE/PROPOSAL/OFFER BEING DEEMED NON-RESPONSIVE.

C. KEY EVENTS AND DATES

- | | |
|---|--------------------------------|
| 1. Request for Proposals Issued | February 26, 2019 |
| 2. Deadline for Questions | March 12, 2019 5:00 p.m. |
| 3. Proposer’s Conference (non-mandatory) | March 15, 2019 1:00 p.m. |
| 4. Deadline for Receipt of Formal Proposals | April 8, 2019 1:00 p.m. |
| 5. Formal Review Process of Proposals | April 8, 2019 – April 15, 2019 |
| 6. Written Notification of Intent to Award | April 29, 2019 |
| 7. Contract Negotiations with Proposer | Begins April 29, 2019 |
| 8. Contract Begins | June 1, 2019 |

D. APPLICABLE ACT AND REGULATIONS

Proposers shall comply with the WIOA, the Regulations, Uniform Guidance, Federal, State and local area guidance, instructions, agency policies and other federal, state and local laws and regulations. The Successful Proposer will be required to educate itself and its staff on what the entirety of WIOA requires (not just title I) and envisions in order to deliver customer centered, unduplicated, cost effective, efficient, and high performing delivery of comprehensive and holistic WIOA services in the Lowcountry area.

The Successful Proposer will cooperate and work very closely with LCOG Workforce Development Administrative staff and the Lowcountry Workforce Board to develop and refine operations and services as the system evolves and as regulations and guidance (Federal, State and Local) are issued.

This RFP and programs funded as a result of it are governed by

- Public Law 113-128 signed into law on July 22, 2014, entitled the “Workforce Innovation and Opportunity Act of 2014,” (WIOA).
- WIOA Final Regulations issued August 19, 2016. Including,
 - Adult and Dislocated Worker Activities under Title I of the Workforce Innovation and Opportunity Act, 20 CFR Part 680 Subparts A, B, C, E, and G
 - Youth Activities under Title I of the Workforce Innovation and Opportunity Act, 20 CFR Part 681 Subparts B, C, D.
 - One Stop Operator Part 678 Subpart D to ensure a high performing, certified and compliant One Stop Delivery system as described in Part 678
 - Administrative Provision Under Title I of the Workforce Innovation and Opportunity Act, 20 CFR Part 683
- Uniform Guidance, 2 CFR part 200 and 2 CFR part 2900.

E. 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 these services.

The LWB reserves the right to adjust amounts depending on the proposals submitted and/or actual funding received.

The planning estimate for the purpose of this RFP is \$671,000

- Administration \$46,000
- Adult \$182,000
- Dislocated Worker \$143,000
 - Of the \$325,000 combined Adult and Dislocated Worker budget a minimum of \$150,000 must be expended solely on Participant Costs.
- Youth \$300,000
 - Of the \$300,000 Youth budget a minimum of \$87,000 Must be expended solely on Youth Work-Based Learning (YWBL) (\$52,000 in direct participant expenditures and no more than \$35,000 in staffing costs directly related to the development, execution and monitoring of YWBL contracts)

Participant costs include expenditures for all types of training, basic skill upgrading and GED Preparation, supportive services necessary (and not otherwise available) to enable an individual to participate in WIOA activities (such as transportation, childcare, books, supplies, uniforms, tools and fees), assessments, and testing.

Participant costs to **do not** include staff salaries, fringe benefits, operating expenses, profit, or indirect cost.

Evaluation of the Participant Cost rate will be evaluated based on the Budgets submitted in the proposal response.

Actual expenditure to meet the required level of Participant costs will be used as a performance metric to evaluate the success of any contract that is formed as a result of this solicitation. June Financial Status Reports (FSRs) will be used to determine total program expenditures and participant costs.

Transfer between Adult and Dislocated Worker – WIOA allows for transfer of funds between Adult and Dislocated Worker programs. If a transfer is needed a formal request, after December 1, 2019 and prior to March 1, 2020, must be submitted . Approval is contingent on the written approval of both the LWB and State.

Expenditure Time Frame - All budgets submitted for activities under this Request for Proposal are to be for costs incurred between June 1, 2019 and June 30, 2020. LWB's funding obligations under any agreement are contingent upon receipt of funds from USDOL/State allocation guidelines governing the LWB's service area. The LWB 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 LWB.

The local board 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 several financial policies and expectations for the local areas. Therefore, specific goals will be set for expenditures and strict

adherence to budgets and classes of expenditures (participant cost expenditure, work-based learning expenditure, overall expenditures, etc.) is required.

Failure to quickly implement the programs and budgets will be cause for corrective action and termination for cause if unresolved in a manner and time acceptable to LCOG. Additional requirements may be set.

Although price is a factor in the evaluation, it is not the only factor, therefore all responsive proposals will be evaluated even if a proposed budget is submitted that is for more than or for less than the planning estimate.

F. AMENDMENTS

If it becomes necessary to revise any part of the RFP(s), all amendments will be provided in writing to all Proposers as described on the Cover Page. Verbal comments or discussion relative to this solicitation cannot add, delete or modify any written provision. Any alteration must be in the form of a written amendment to all Proposers.

G. POLICY OF COMPETITION and TRANSPARENCY

The LWB conducts all procurement transactions in a manner providing full and open competition. This RFP identifies all evaluation factors and their relative importance. All responses will be honored to the maximum extent practical. Technical evaluations will be made of all proposals received. Award will be made to the responsible Proposer and firm whose proposal is most advantageous to the program.

It shall be the Offeror's responsibility to advise Mr. Michael V. Butler, Workforce Development Director, Lowcountry Council of Governments, P.O. Box 98, Yemassee, SC 29945-0098, if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by Mr. Butler no later than fifteen (15) days prior to the RFP opening date. A review of such notifications will be made.

Full and Open Competition. This procurement transaction is being conducted using full and open competition (2 CFR 200.319(a)). This procurement allows for sufficient time for all phases of the procurement process to be carried out in a manner that does not unduly restrict competition. The entire procurement process will be performed under a process that promotes transparency and responsibility from the planning phase to the closeout phase.

H. RESPONSIVENESS OF PROPOSAL and COPIES TO BE SUBMITTED UNDER SEAL AND AUTHORIZED SIGNATURES.

1. Proposals will be reviewed solely on the material they contain. No modifications, alterations, additions or substitutions to any proposals will be accepted from applicants after submission. Any such information received after the closing date will not be opened and may be returned only if Proposer's requests and bears the cost of such return.
2. Any proposal that is not in typed form will be returned, without being reviewed.
3. Any proposal that is not submitted with one original with an original signature, 1 electronic .pdf copy, and 4 paper copies; (1 Redacted Copy-if applicable) will be returned, without being reviewed.
 - a. The original should contain original signatures, preferably in blue ink, and should be clearly stamped or marked with the word "ORIGINAL".
 - b. Each copy of the proposal and all supporting documents should be bound or stapled in a single volume.

- c. The name of the Proposer's organization, name of person submitting the proposal, type of proposal submitted, "Request for Proposal Lowcountry WIOA 2018-01 ADY-OSO" and the RFP due date must be typed or written on the envelope or wrapping containing the proposal.
- d. The pages of the proposal must be numbered.
- e. The margins and font size should be reasonable to allow the proposal to be easily read.
4. Any proposal that is considered non-responsive will not be evaluated. A responsive proposal must include all required forms and a complete Proposal Response Package.
5. Each proposal must be signed by an official authorized to contractually bind the Proposer and commit to the provisions of the proposal. Unsigned proposals will be rejected unless an authorized representative is present at the proposal opening and provides the needed signature and provided that the discovery is made prior to the completion of the business to be conducted at the time that the proposals are opened. The proposal shall include a statement to the effect that the request is firm for a period of at least 100 days from the closing date for submission.
6. Proposals are to be designed to provide the LWB with a straightforward presentation of the Proposer's ability to satisfy the requirements of this RFP. Proposers must address the technical and cost factors associated with the proposal. The proposal must, therefore, be prepared in accordance with the format outlined herein. Elaborate brochures and other promotional materials are not desired.
7. It is the expectation that in order to maximize efficient fund utilization, this Solicitation will result in a single award that provides One Stop Operator, Adult, Dislocated Worker and Youth services for the entire Lowcountry Workforce Area. The LWB may deem a proposal as non-responsive and not review any proposal that does not provide all the requested services in all four Lowcountry counties (Beaufort, Colleton, Hampton, and Jasper).
8. Any proposal that does not contain a Budget Narrative that describes the items in the budget, and specifically explains why the dollar amount requested is (1) reasonable, (2) allowable, (3) cost-effective and (4) justifiable (5) will meet the desired outcomes and goals for both performance and expenditures will be returned, without being reviewed. **DO NOT SIMPLY REITERATE THE BUDGET PAGE** as this could be considered non-responsive.

I. CONTRACT DURATION and OPTION TO EXTEND

All budgets submitted for activities under this RFP are to be for costs authorized under Public Law 113-128, Title I, in support of One Stop Operator, Adult, Dislocated Worker and Youth activities incurred between June 1, 2019 and June 30, 2019. No guarantee for availability of these funds is made at this time. The awarding agency's funding obligations under any agreement are contingent upon receipt of funds from the USDOL/State allocation 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.

The intent is to start the contract on June 1, 2019 to allow the time and financial support necessary for the successful Proposer to hire and fully complete the training of its staff so that the contract is fully staffed and the actual work will begin as quickly as possible so as to minimize any negative impact to existing customers (participants) during the transition. The successful Proposer must begin service delivery to existing customers and complete all hiring and staff training prior to July 1, 2019.

Based upon funding availability, the LWB may extend a contract period if it appears to be in the best interest of the LWB and is agreeable with the contractor and if performance is satisfactory, grant administration is found to be in compliance with all program regulations, and other factors. The Grant may be extended for up to three additional years, in any increment, for a total not to exceed Four (4) years. The LWB may adjust service levels, number of participants served; and/or associated costs at any time during the contract period.

J. MULTIPLE PROPOSALS

Proposals must be submitted to provide all One Stop Operator, Adult, Dislocated Worker and Youth services/activities in all four counties (Beaufort, Colleton, Hampton, and Jasper). However, if proposed activities are substantially and materially different in terms of effort, cost, or otherwise, a separate response package may be in your best interest. A separate response is not required for a comprehensive proposal; however, each response package submitted will be evaluated on its own merit.

K. CONTRACT ADMINISTRATION AND NEGOTIATION

Lowcountry Council of Governments (LCOG), serving as the Fiscal Agent, will administer contracts awarded by the LWB through this RFP.

Contracts shall be awarded to responsive Proposer whose proposal is determined to be most advantageous, taking into consideration the evaluation factors contained in this RFP. The LWB reserves the right to select such Proposers 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 received, if it is deemed to be in the best interest of the LWB. The LWB or any agent thereof, on behalf of the LWA will not be obligated in any way by any Proposer's response to this RFP. In all cases the LWB will be the sole judge as to whether a Proposal has satisfactorily met the requirements of this RFP.

The LWB may require the Proposer selected by the Board to participate in cost negotiations, technical revisions or other revisions to their proposals to finalize the award. In addition, contract amounts may be adjusted by the LWB based on final allocation figures and other factors. The successful Proposer will be required to submit additional information, forms, or documents such as, but not limited to, insurance, bonding, and banking information.

An offer and acceptance of the conditions will be executed in a legally binding document. The Uniform Guidance requires that the awarding of contracts is only made to responsible entities that possess the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as integrity, compliance with public policy, record of past performance, and financial and technical resources (2 CFR 200.318(h)).

The successful Proposer, including for-profits, nonprofits, educational organizations, and State or Local governments are considered sub recipients and must adhere to 2 CFR part 200 and 2 CFR part 2900.

Terms and Conditions are a part of this solicitation and will be a part of all Contracts awarded. The State has not released Terms and Conditions for WIOA at this time. Until such time as the State issues WIOA Terms and Conditions the WIA Terms and Conditions will apply. All Terms and Conditions may be subject to changes as a result of changes in (1) Federal or State Code and/or Regulations, (2) Lowcountry policy or (3) administrative procedure.

L. NO REQUEST FOR PROPOSAL REPLY

Anyone electing not to submit a RFP may do so by sending a letter of "no reply" to the Lowcountry (See cover page). Entities not replying in any way must reapply in writing to be placed on the Proposer's list again.

M. ADMINISTRATIVE FISCAL CAPABILITIES

The Proposers administrative fiscal capabilities will be assessed by a review of the Proposer's Response Package. Before contracts are finalized, LWB representative(s) may complete a Pre-Award survey and

may visit the offering entity to affirm certain items. Any discrepancies found will be brought to the attention of the LWB prior to contract finalization and may affect award of a contract.

N. DOCUMENTS REQUIRED OF SELECTED PROPOSERS

Before contracts are finalized, selected applicants shall provide additional compliance information to the LWB or its fiscal agent as requested and as based on the Proposer's organizational structure and staffing. Proposers must be able to obtain and submit, prior to finalizing the contract, proof of insurance coverage, including liability insurance, errors and omissions, worker's compensation, and invoices showing coverage for current year. It is incumbent on the successful Proposer to ensure compliance with all applicable state and federal labor standards, employment laws and regulations and industry standards. Contractors will be required to provide the applicable information annually or if any changes occur during the contract period.

NOTE: 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.

O. DISCUSSION / NEGOTIATIONS

By submission of a proposal, Proposers agree that during the period following issuance of a proposal and prior to final award of contract(s), the Proposer shall not discuss this proposal request with any party except the Procurement Officer (PO) or PO's designated staff person(s). In accordance with Section 11-35-1530(6) of the S.C. Consolidated Procurement Code, The PO or PO's designated staff person(s) reserves the right to conduct discussions with 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 RFP. Proposers shall be accorded 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.

P. PROHIBITION OF GRATUITIES

Proposers and their representatives as well as officials who review and make judgments on any award made as a result of this RFP are prohibited by South Carolina law as amended at Section 8-13-420 from making or accepting any compensation or promise of future employment to influence any action, 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 SC §16-9-210 and §16-9-220.

Q. APPEAL/PROTEST POLICY

Proposers dissatisfied with decisions regarding contract award or aspects of this procurement process may appeal to the Lowcountry Workforce Board (LWB) in the manner stated below. The rights and remedies granted to a disappointed Proposer are to the exclusion of all other rights and remedies of such disappointed Proposer against the LWB, the State of South Carolina at common law or otherwise for the loss or potential loss of award of a contract under this solicitation.

Any actual Proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall deliver a written protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the Workforce Development Director within the time provided. Any protest must be addressed to, Workforce Development Director, Lowcountry Council of Governments, and submitted in writing (a) by email to mbutler@lowcountrycog.org; subject line must read "Protest WIOA 2018-01-ADY-

OSO”, or (b) by post P.O. Box 98, Yemassee, SC 29945-0098, or delivery 634 Campground Rd, Yemassee, SC 29945. If the protestor wishes to appear before the LWB or its designated Committee, it must be so specified in writing. The appeal process is established to provide recourse for Proposers who think that their proposal did not receive proper consideration.

Proposers entering an appeal should be prepared to document specific facts (e.g., conflict of interest, nepotism, etc.), which put the aggrieved Proposer at a competitive disadvantage and/or document violation of specific sections(s) of the applicable law or regulations. Proposers cannot appeal simply because they believe their program to be superior to one selected. The solicitation process will be reviewed and a report will be issued on its adequacy and whether the process was followed. The offeror will be notified in writing of the findings within 30 days.

The LWB reserves the right to refuse to consider any appeal that does not identify specific legal procedural shortcomings.

Appeal of LWB decision:

- A. *Right to protest:* Any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Lowcountry Council of Governments (LCOG) Chief Administrative Officer. The protest shall be submitted in writing within fourteen (14) calendar days after the aggrieved person knows or should have known of the facts giving rise thereto.
- B. *Authority to resolve protests:* The LCOG Chief Administrative Officer shall have authority, prior to commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- C. *Decision:* If the protest is not resolved by mutual agreement, the LCOG Chief Administrative Officer shall issue a decision in writing within fourteen calendar (14) days following final attempt to resolve the protest per section 3.1 (b).
- D. *Notice of decision:* A copy of the decision under paragraph (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
- E. *Finality of decision:* A decision under paragraph (c) of this section shall be final and conclusive.

Appeal of Chief Administrative Officer's decision: Any person receiving an adverse decision may appeal to the Executive Committee of the LCOG Board and then to the full LCOG Board before appealing to the courts of the State of South Carolina.

R. AFFIRMATIVE ACTION

Proposers who are awarded contracts will comply with all Federal and State requirements concerning fair employment. As a condition to the award of financial assistance under WIOA, the grant applicant assures that it will comply with nondiscrimination and equal employment opportunity provisions of WIOA with respect to the operation of WIOA programs or activities.

Under the Workforce Innovation and Opportunity Act (WIOA), no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief. It is also unlawful to discriminate against any beneficiary of programs receiving money under Title I of the WIOA on the basis of citizenship/status as a lawfully admitted

immigrant authorized to work in the United States or his or her participation in any program or activity receiving money from WIOA Title I.

Except as otherwise provided in WIOA, each WIOA program shall provide employment and training opportunities to those who can benefit from, and who are most in need of, such opportunities. In addition, the recipients of Federal funding for programs under WIOA shall make efforts to develop programs that contribute to occupational development, upward mobility, development of new careers, and opportunities for nontraditional employment. Nothing in WIOA shall be construed to provide an individual with an entitlement to a service under WIOA.

S. STAFFING

All WIOA-funded staff must adhere to professional standards of client confidentiality and ethics.

The LWB is committed to continuous improvement and as such encourages staff development and training opportunities for professional staff. In addition to attendance at State and Regional conferences, the LWB area seeks to fill staff positions with highly qualified and certified individuals. Appropriate workforce professional certifications are available at a number of vendors including Career Development Facilitators (CDF) or Certified Workforce Development Professionals (CWDP). The Career Development Facilitator credential is designed to promote competency among workforce and career development professionals. All front-line case management staff must possess a current CFD or CWDP credential or earn one within One (1) Year of hire.

After the award of a contract, all suitable employment openings must be listed with the local office of the S.C. Department of Employment and Workforce (SCDEW) in the SC Works Online System (SCWOS).

Current Lowcountry Council of Government Workforce Staff who apply for positions must be granted an interview.

There may be customers whose first language is not English. The successful Proposer should be prepared to staff accordingly.

None of the funds available under this title shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under section 5313 of title 5, United States Code. This limitation shall not apply to vendors providing goods and services. Certification of compliance with this requirement will be submitted upon request.

Changes in the approved listing of key staff represent a contract modification and should not be made without prior written notification to LWB and LCOG of any staffing changes.

All staff, pertaining in whole or in part to this project, shall maintain time and attendance records that reflect the total of actual hours worked and hours of leave and holiday time for each day for **ALL PROJECTS** they are funded through (WIOA and Non-WIOA, Lowcountry and non-Lowcountry projects). Staff will record time by program, cost categories (administration/program) and by participant categories, as applicable. Attendance records are to be signed by the employee and their supervisor, as applicable in compliance with the contractor's policies.

T. AUDIT/MONITORING EXCEPTIONS

No contracts will be finalized with approved Proposers who have outstanding audit resolutions and/or monitoring exceptions unless negotiations have been initiated and Fiscal Agent staff (LCOG) determines that a resolution is forthcoming. Funding under this RFP may be decreased by an amount equal to costs disallowed as a result of any prior financial and compliance audit, monitoring, or otherwise.

U. 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 Proposal must document the fact that the Proposer's error would cause substantial loss to the Proposer.

V. PROPOSAL CONSTITUTES OFFER

By submitting a proposal, the Proposer agrees to be governed by the terms and conditions as set forth in this document, the Workforce Innovation and Opportunity Act and in the WIOA Federal Regulations. Any proposal containing variations from the terms and conditions of this RFP, at the sole discretion of the LWB, 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.

W. PROPOSER'S RESPONSIBILITY

All Proposers are responsible for understanding conditions relating to the scope and restrictions of work to be done as a result of this request. The failure of Proposers to acquaint themselves with the law, regulations, instructions, conditions, and information relative to the RFP and its scope of work does not relieve them of any obligation with respect to this RFP or to a subsequent contract.

Failure to achieve negotiated levels of performance (participant and financial), or to achieve or maintain One Stop (comprehensive or affiliate) certification, or meet participation service levels, timeframes, benchmarks, obligation, expenditure, monitoring or audit requirements shall be just cause to modify or terminate for cause any contract. Failure to achieve directly impacts the local area's designation as a Workforce Area and its ability to access funding; therefore it shall be a priority and responsibility of the successful Proposer to ensure success in all areas.

X. SPECIFICATIONS MANDATORY

In order to have an acceptable proposal, the Proposer shall meet all of the specification requirements set forth herein. By submitting a proposal the Proposer is agreeing to comply with them, subject to acceptance by the LWB of any amendments submitted by the Proposer.

Y. ADMINISTRATIVE ENTITY

The Lowcountry Council of Governments (LCOG) is the Administrative Entity and Fiscal Agent for the Lowcountry Workforce Board (LWB). All contracts are entered into with LCOG on behalf of the LWB. The successful Offeror shall maintain regular communications with LCOG Workforce Development staff and shall actively and timely cooperate in all matters and requests, including reports and presentations to the LWB and other applicable organizations, if requested.

Z. SUBCONTRACTS/SUBTIER AGREEMENTS

No part of a proposal (or subsequent contract) may be subcontracted without prior written approval of the LWB. If the Proposer plans to subcontract any activities or funds pursuant to an award, the Proposer shall

identify the subcontracting organization and the contractual arrangements made therewith. A copy of the proposed subcontract agreement must be attached as a part of the proposal and clearly shown on the Budget forms. The successful proposer will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the proposer. A contractor is required to monitor sub-tier collaborators and contractors in order to ensure that performance conforms to the project's scope of work and budget. All monitoring must be documented by written reports and provided to both the LWB and LCOG. Contractors must obtain the prior written approval of the LWB to obtain the services of a third party to perform activities that are central to the purpose of the award.

The Proposer in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the LWB and LCOG are in no way liable to the subcontractor. The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. The LWB and LCOG will consider the contractor to be the sole point of contact with regard to contractual matter.

AA. PROHIBITION ON LOBBYING

No funds provided under this Act shall be used for

- publicity or propaganda purposes; or
- the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat
- the enactment of legislation before Congress or any State or local legislature or legislative body; or
- any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.

BB. SUSTAINABILITY

The LWB is particularly interested in innovative approaches that show collaboration in addressing the holistic needs of the participants to be served. Special emphasis should be given to how the private sector will play a role in this initiative. The Proposer's connections to local employers and partners and specific plans for addressing partners' and employers' needs and eliciting their investment in the system should be provided in the application. Proposers may choose to include a summary table of new initiatives that will be started with award of this grant to include projections of partner participation, job seekers and employers that will be served each year and annual funding levels anticipated.

CC. NON-DUPLICATION

Funds provided under this title shall only be used for activities that are in addition to activities that would otherwise be available in the local area in the absence of such funds (non-duplication).

DD. OWNERSHIP OF MATERIAL

Ownership of all data, material and documentation originated and prepared for LCOG or with WIOA funds shall belong exclusively to the LCOG. The LCOG reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, any work developed under this solicitation and any subsequent contract.

EE. PROCUREMENT

Any procurement must be approved in advance in writing by LWB. All applicable procurement laws, regulations, guidance must be followed.

FF. REDUCTION IN BUDGETS AND NEGOTIATION

The LWB reserves the right to negotiate budgets with potential contractors. The LWB may, in its sole discretion, determine that a proposed budget is reasonable or inappropriate and may negotiate an amended budget with the potential contractors. The contractors may at that time negotiate or withdraw its proposal. In addition, the LWB may desire to fund a project, but not at the level proposed. In that case, the LWB shall notify the potential contractor of the amount that can be funded, and the contractor and the LWB will negotiate a modification in the proposal to accommodate the adjusted budget. All final decisions are that of the LWB.

GG. CONTRACT AWARD

The LWB reserves the right to accept or reject any or all proposals received as a result of this Request for Proposal (RFP) and to refuse to grant monies under this solicitation; to negotiate with all qualified Proposers, or to cancel in part or in whole this request if it is in the best interest of the Workforce Innovation and Opportunity Act Program to do so. Neither the Lowcountry Workforce Board (LWB), Lowcountry Council of Governments (LCOG), nor any agent thereof, on behalf of the LWB or LCOG, will be obligated in any way, by any offeror's response to this RFP.

This solicitation does not commit the LWB to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request or to procure or contract for the articles of goods or services.

Contracts shall be awarded to responsive Proposers whose proposals are determined to be most advantageous, taking into consideration the evaluation factors set forth hereinafter. The LWB reserves the right to select proposal(s) it deems appropriate and is not bound to accept any proposal based on price alone. In all cases the LWB will be the sole judge as to whether a proposal has satisfactorily met the requirements of this RFP.

The LWB may require Proposers selected by the Board to participate in cost negotiations, technical revisions or other revisions to their proposals prior to contract finalization.

Terms and conditions referenced in this RFP will be a part of all Contracts awarded. Terms and Conditions may be subject to changes as a result of changes in (1) Federal or State Code and/or Regulations, (2) LWB policy or (3) administrative procedure. Proposers should expect Terms and Conditions to be changed due to WIOA.

HH. FEE FOR SERVICE

Any successful offeror(s) must receive prior written authorization from the LWB before offering any fee-for services. Funds provided under this title shall not be used to establish or operate a stand-alone fee-for-service enterprise in a situation in which a private sector employment agency (as defined in section 701 of the Civil Rights Act of 1964 (42 U.S.C. 2000e)) is providing full access to similar or related services in such a manner as to fully meet the identified need. For purposes of this paragraph, such an enterprise does not include a one-stop delivery system described in section 121I. No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity under this title.

II. MONITORING and AUDIT

Audit Requirements – The successful proposer will be required to conduct an annual Audit in accordance with 2 CFR 200 Subpart F and the Audit Report must be provided to the LWB and LCOG in a timely manner.

Successful proposer(s) will be required to develop internal monitoring procedures to ensure program operations, including data entry, are conducted in compliance with the WIOA and its Final Rules and Regulations and all related guidance and requirements. All monitoring reports must be shared in a timely manner with the LWB and LCOG.

A copy of a proposed monitoring schedule and monitoring tool is a required attachment to the proposal.

Oversight and monitoring is an integral function of the State and LWB to ensure One Stop Operator, Adult, Dislocated Worker and Youth services are delivered in compliance with the requirements of WIOA, the activities per this solicitation, performance reporting requirements, and the terms and conditions any subsequent contract or agreement. Monitoring includes an attestation by the monitoring entity that it has examined compliance with the requirements of WIOA, the Uniform Guidance at 2 CFR part 200 and 2 CFR part 2900, and the terms and condition of the contract/agreement. WIOA requires the LWB to conduct oversight. Monitoring may also be conducted by applicable state and federal agencies. The successful Proposer will cooperate with all local, regional, federal or state monitoring, audits, oversight or evaluations that may be scheduled.

JJ. FINANCIAL MANAGEMENT

The Proposer shall comply with all WIOA title provisions and with The Council on Financial Assistance Reforms New Uniform Guidance 2 CFR Parts 200 and 2900.

The successful Proposer will be required to submit monthly payment invoices on or before the 12th calendar day of each month, the invoice will be accompanied by a separate Financial Status Report (FSR) for each Project (One Stop Operator, Adult, Dislocated Worker and Youth) and appropriate supporting backup documentation for all payments must be attached to each invoice.

ALL REQUESTS FOR FUNDS MUST BE ACCOMPANIED BY SUPPORTING DOCUMENTATION.

The successful Proposer will be required to submit monthly Financial Status Reports (FSRs) by the 12th of each month.

Failure to submit required documentation will delay payment until all required documentation is delivered. Failure to submit timely documentation may result in disallowed costs.

Final, through June 30 invoices and requests for reimbursement may be due earlier, but no later than July 10. Requests submitted after the year-end deadline that will be communicated as the year end approaches (in the event no earlier deadline is established, July 10), or requests that are incomplete as of this date may not be considered for funding.

Failure to comply with any of the requirements herein, both program and finance, may show sufficient cause for the Fiscal Agent to terminate a contract for cause.

All reported costs under this contract will be reported to the benefiting cost objective (Project, Fund, and Account number).

All reported costs under this contract will be reported to the benefiting cost objective (Project and Account number line item).

The Successful Proposer will establish and maintain a financial management system that provides accurate, current and complete disclosure of the financial transactions of this Contract. This system will be in compliance standards and procedures established in 2 CFR 200, 2900, and in the Terms and Conditions of this Contract. Expenditures under this Contract will be in compliance with the Contract Budget.

The Federal requirements governing the title, use, and disposition of real property, equipment, and supplies purchased with funds provided under this title shall be the corresponding Federal requirements generally applicable to such items purchased through Federal grants to States and local governments.

Historically about 5-10% of the total Adult and Dislocated Worker allocation is received in July ("advance" or "program" or "P" funding), the balance ("full" or "fiscal" or "F") is generally received in November. Youth allocations are generally available in April. The unique funding cycle must be addressed in all responses to this RFP.

KK. STAFF TIME RECORDS

All staff, pertaining in whole or in part to this contract, shall maintain and submit to LCOG time and attendance records that reflect the total of actual hours worked and hours of leave and holiday time for each day for ALL PROJECTS (WIOA and Non-WIOA; Lowcountry and Non-Lowcountry) they are funded through. All Staff will record time by program, cost categories (administration/program) and by participant categories, as applicable. Attendance records are to be signed by the employee and their supervisor, as applicable in compliance with the successful Proposer's Policy which must be submitted as part of any proposal. Time sheets shall serve as documentation for disbursements for salaries and fringe and must be submitted with the request for reimbursement and maintained with other financial documents.

LL. TRAVEL AND EXPENSE

Must adhere to the successful Proposer's policy, a copy of which must be submitted as part of any proposal, and in no event shall this exceed the current applicable General Services Administration Per Diem and Travel for the applicable area. Only those costs that are allowable, properly allocated, actually incurred, paid and properly documented within the grant period and budget line item will be reimbursed.

MM. USE OF GRANT FUNDS

Funds awarded are to be expended only for purposes and activities covered by the project plan and budget. The LWB must approve all requests for changes in project plan and scope of expenditures. Approvals will be requested by the successful Proposer in advance and any changes will be given in writing.

No financial assistance will be provided for any program under this title that involves political activities. All education programs supported with WIOA funds shall be consistent with applicable State and local educational standards. Standards and procedures with respect to awarding academic credit and certifying educational attainment in programs conducted under such chapter shall be consistent with the requirements of applicable State and local law, including regulation.

No funds available under this title may be used for public service employment except as specifically authorized under WIOA.

None of the funds available under this title shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under section 5313 of title 5, United States Code. This limitation shall not apply to vendors providing goods and services as defined in

Office of Management and Budget Circular A-133. Certification of compliance with this requirement will be submitted upon request.

NN. COST ALLOCATION PLANS

Cost allocation plans that reflect the allocation of costs to the Youth, Adult and Dislocated Worker cost pools are required of all Proposers. A cost allocation plan is a methodology for identifying and distributing any joint costs related to a program, as well as any costs to be allocated under plans of other organizational units which are to be included in the costs of federally-sponsored programs. Proposers must follow the guidelines established in the 2 CFR 200 and 2900.

OO. ALLOWABLE COSTS AND COST PRINCIPLES, UNIFORM ADMINISTRATIVE REQUIREMENTS.

Recipients and sub-recipients of an award under title I of WIOA must follow the cost principles at subpart E and appendices III through IX of 2 CFR part 200, including any exceptions identified at 2 CFR part 2900.

Only those costs that are allowable, actually incurred, paid, properly documented, submitted on time and within the grant period will be reimbursed.

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.

Allowable cost for administration are that portion of necessary and allowable costs associated with the overall management and administration of the WIOA program and which are not directly related to the provision of WIOA activities and services to clients or otherwise allocable to Non-Administration. In general, Administration costs are not incurred or are very minimal for contractors who provide one or more activities. Generally, LCOG staff in maintaining the Workforce Area system incurs administration costs. Administration costs can be both personnel and non-personnel and both direct and indirect.

Allowable costs shall only be charged against the following cost objectives or categories. These examples are not all inclusive; for additional information concerning costs chargeable to the administration cost objective/category, see 2 CFR 200.

- **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.
- **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.

Expenditures must be reported on an accrual basis.

PP. PROFIT AND INDIRECT

Proposers may, as applicable to its entity type, propose Profit or Indirect cost.

Profit

In accordance with 2 CFR 200 sub recipients may not earn or keep any profit resulting from Federal financial assistance, unless expressly authorized.

Proposers must submit a detailed line budget that identifies profit as a separate element of the price, if applicable.

Profit charged to the proposals by private for-profit entities must be fair and reasonable. The proposed profit plan will be reviewed in conjunction with the requirement of federal and state laws and regulations. The LWB requires that the profit margin not exceed 8% of the total project costs and may be paid as benchmarks are met in accordance with the approved profit plan.

For-profit proposals must include a narrative of the proposed profit along with the deliverables to be met before profit will be reimbursed to the organization. The narrative should include how Profit is arrived at (calculation).

Criteria for profit must CLEARLY be identified by the Proposer and will be used to evaluate the Proposer's request for payment of profit.

The LWB reserves the right to negotiate criteria and limits on profit with the selected Proposer.

Indirect

If indirect costs are included, they must be identified as a separate line item in the budget and documentation of the indirect cost rate and approval of the indirect cost rate/allocation plan by the Cognizant Agency must be included in the proposal response. Cognizant agency for indirect costs means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals.

All Proposers who include indirect costs in their application budget must submit an indirect cost plan approved by their cognizant agency and will be used to evaluate the Proposer's request.

For-profit entities. For-profit entities that are recipients and subrecipients of a Federal award must adhere to the Uniform Guidance at 2 CFR part 200, including any requirements identified by the Department under 2 CFR part 2900. The DOL-specific requirement at 2 CFR 2900.2 expands the definition of ‘Non-Federal entity’ to include for-profit entities. All non-Federal entities, including grant recipients and subrecipients, must adhere to the Uniform Guidance.

Consistent with WIOA sec. 121(d)(2)(B)(iv), under 20 CFR 683.295(a)(1), a for-profit entity may be a service provider. In 20 CFR 683.295(a)(2), consistent with WIOA sec. 121(d)(4)(C), the Department requires private for-profit entities to adhere to the requirements of 2 CFR 200.323 concerning earning and negotiating a fair and reasonable profit. The Uniform Guidance requires that profit is reasonable and fair and that the entity conducting the competition negotiate profit separately from costs (2 CFR 200.323(b)). Negotiation with for-profit entities entitled to earn profit must separate amounts intended to pay for costs from amounts intended to pay for profit. Contract price equals costs plus profit. Profit should be based on the contractors’ efforts and risks in achieving a performance result that typically aligns with the performance measures outlined in the Local WDB’s plan. Conditions to consider in quantifying the opportunity to earn profit are referenced at 48 CFR 15.404-4. Local WDBs are allowed to cap the maximum profit potential that could be earned per performance results within the approved budget. The earning of profit should not be based on total budget, expending of the budget, and/or pass through costs, such as tuition or fixed costs, that require minimal to no effort from the contractor nor directly achieve a performance goal.

For programs authorized by other sections of WIOA, 2 CFR 200.400(g) prohibits earning and retaining profit on Federal financial assistance unless expressly authorized by the terms and conditions of the Federal award.

Other entities. Consistent with WIOA sec. 121(d)(4)(C), all non-Federal entities, including Indian Tribes, nonprofit organizations, educational institutions that are not the State, community-based organizations, and other entities, must adhere to the Uniform Guidance at 2 CFR part 200, including any requirements identified by the Department under 2 CFR part 2900.

QQ. CONTRACT TYPE

Cost Reimbursement. A contract or grant with a line item budget based on all authorized, allowable, allocable, and legitimate costs to be incurred by the contractor in carrying out the approved activity. The contractor is reimbursed for actual expenses according to the approved line item budget.

RR. 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. Each entity receiving financial assistance under this title shall maintain records sufficient to determine the amount of any such income received and the purposes for which such income is expended. Income subject to these requirements shall include:

- receipts from goods or services (including conferences) provided as a result of WIOA funded activities;
- funds provided to a service provider under this title that are in excess of the costs associated with the services provided; and
- interest income earned on WIOA funds received.

SS. OBLIGATION OF WIOA FUNDS

WIOA funds may not be obligated prior to the effective date of the award unless pre-award costs are requested in writing and approved by LCOG. WIOA funds may not be obligated under any circumstances after the program period has ended.

TT. CLOSEOUT PHASE

The steps include:

- i. Reconcile costs and payments;
- ii. Reconcile performance goals with actual performance;
- iii. Ensure participant and financial records are secured and retained; and
- iv. Prepare closeout documents.

During closeout, the successful Proposer will transfer financial and participant records to the LWB's fiscal Agent to ensure the ability for future review and follow-up. The transfer and retention of such records must ensure that personally identifiable information (PII) is reasonably safeguarded.

LCOG, as fiscal agent for the LWB will perform an evaluation or reconciliation of the contractor's performance and payments to ensure they are made in accordance with the approved contract or agreement.

Final, through June 30 invoices and requests for reimbursement will be due NO LATER THAN July 10. Requests submitted after July 10, or requests that are incomplete as of this date may not be considered for funding. In addition the Annual financial closeout report will be due to LCOG Administrative office no later than August 15. All close out reports must be submitted on time, after which no additional requests for reimbursement will be allowed, regardless of the date incurred.

UU. TIE BREAKERS

- A. In the event that two or more offerors are tied, either by price quoted or by committee evaluation of qualifications, awards shall be determined as follows:
 - 1) The tie will be resolved by the flip of a coin by the Lowcountry COG Chief Administrative Officer.

VV. SYSTEM FOR AWARD MANAGEMENT

Lowcountry COG shall conduct a search of the System for Award Management (SAM) prior to approval of contracts awarded to determine whether a business is debarred, suspended, or excluded from receiving awards from the federal government. If a search of SAM indicates that the business is debarred or suspended, Lowcountry COG will be unable to approve the contract.

Part III: SCOPE OF WORK

The Successful Proposer will implement, provide and manage, compliant and high performing WIOA One Stop Delivery System Under Title I of the Workforce Innovation and Opportunity Act (20 CFR Part 678) to include One Stop Operator (20 CFR Part 678, Subpart D), Adult, Dislocated Worker (20 CFR Part 680 Subparts A, B, C, E, and G) and Youth (20 CFR Part 681 Subparts B, C, D) service programs across the entire Lowcountry service area (Beaufort, Colleton, Hampton and Jasper Counties) in South Carolina.

The LWB is seeking a turn-key solution and as such does not expect to “hand-hold” any successful proposer. It is imperative the successful proposer fully and quickly acquaint themselves with the responsibilities of providing WIOA One Stop Operator, Adult, Dislocated Worker and Youth Services as a sub recipient and deliver outstanding performance independently.

A. One Stop Operator

The vision for the American Job Center network reflects the long-standing and ongoing work of dedicated workforce professionals to align a wide range of publicly- or privately-funded education, employment, and training programs, while also providing high-quality customer service to all job seekers, workers, and businesses.

Training and Employment Guidance Letter (TEGL) 16-16 issued January 18, 2017 provides general guidance for the implementation of operational requirements under the Workforce Innovation and Opportunity Act (WIOA) pertaining to the one-stop delivery system, branded nationally as the American Job Center network. Due to the broad scope of the one-stop delivery system, encompassing multiple programs administered by different Federal agencies, the guidance provides the primary components for understanding and implementing an integrated American Job Center network. Consistent with the requirement to promote increased public identification of the one-stop delivery system and the requirement for the use of a common identifier across the nation (WIOA sec. 121(e)(4)), the U.S. Department of Labor (DOL), in coordination with the U.S. Department of Education (ED), established the “American Job Center” network, a unifying name and brand that identifies online and in person workforce development services as part of a single network of publicly-funded services. The use of the American Job Center network designation in this guidance establishes a framework for accentuating and implementing an integrated workforce delivery system. DOL and ED, in partnership with the U.S. Department of Health and Human Services (HHS) (collectively, the Departments), published the WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule (Joint WIOA Final Rule) on August 19, 2016, in the Federal Register at 81 FR 55791. The Joint WIOA Final Rule, which became effective on October 18, 2016, can be found at: <https://www.federalregister.gov/documents/2016/08/19/201615977/workforce-innovation-and-opportunity-act-joint-rule-for-unified-and-combined-stateplans-performance>.

WIOA and its implementing regulations require Local Workforce Development Boards (WDB) to use a competitive process for the selection of a one-stop Operator for the system, and to support continuous improvement through the evaluation of one-stop operator performance and the recompletion of operators every four years. Competition is intended to promote the efficiency and effectiveness of one-stop operators

by providing a mechanism for the local WDB to regularly examine performance and costs against original expectations.

Competition provides the best method of ensuring that local WDBs examine one-stop operator effectiveness on a periodic basis. Additionally, regular competition allows local WDBs to make improvements based on their one-stop certification process, particularly in regards to the role of the operator and other service delivery performance and performance metrics that may shift or change as one-stop partners and the Local WDBs update their Memoranda of Understanding (MOUs).

As of July 1, 2017 all existing and new one-stop operators must have been selected using a competitive process.

The vision for the American Job Center network reflects the long-standing and ongoing work of dedicated workforce professionals to align a wide range of publicly- or privately-funded education, employment, and training programs, while also providing high quality customer service to all job seekers, workers, and businesses.

Across the system, continuous improvement is supported through evaluation, accountability, identification of best practices, and data driven decision making.

The creation of the integrated one-stop locations was a cornerstone of the Workforce Investment Act of 1998 (WIA). In the years between the passage of WIA and WIOA, the public workforce development system tested a variety of approaches to maximize the benefits that customers and their communities receive from American Job Centers. In the last ten years, technological advances have opened up new methods of service delivery and evidence-based models to build upon our shared understanding of best practices. Further, during the past few years, Federal agencies have worked collectively to reform Federal employment, education, and training programs to create a more integrated, job-driven, public workforce system. As a result of this work, American Job Centers continue to be valued community resources, acknowledged both locally and nationally as a critical source of assistance for individuals looking for work or opportunities to grow in their careers, and employers looking for human resource assistance.

WIOA builds on the value of the American Job Center network and provides the workforce development system with important tools to enhance the quality of its American Job Centers. WIOA strengthens the ability of States, regions, and local areas to align investments in workforce, education, and economic development to respond to regional job growth. WIOA also emphasizes achieving results for all job seekers, workers, and businesses.

Finally, WIOA reinforces the partnerships and strategies necessary for American Job Centers to provide all job seekers and workers with the high-quality career, training, and supportive services they need to obtain and maintain good jobs. Such strategies help businesses find skilled workers and access other human resource assistance, including education and training, to meet their current workforce needs.

The American Job Center network includes six core programs: title I Adult, Dislocated Worker, and Youth programs; the title II Adult Education and Family Literacy Act (AEFLA) program; the Wagner-Peyser Act Employment Service (ES) program, authorized under the Wagner-Peyser Act, as amended by title III of WIOA; and the Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973, as amended by title IV of WIOA. The American Job Center network also includes other required and additional partners identified in WIOA. Through the American Job Centers, these partner programs and their direct service providers ensure businesses and all job seekers—a shared client base across the multiple

programs—have access to information and services that lead to positive educational and employment outcomes. Under WIOA, American Job Centers and partner staff strive to:

- Provide job seekers with the skills and credentials necessary to secure and advance in employment with wages that sustain themselves and their families;
- Provide access and opportunities to job seekers, including individuals with barriers to employment, as defined in section 3(24) of WIOA, such as individuals with disabilities, individuals who are English language learners, and individuals who have low levels of literacy, to prepare for, obtain, retain, and advance in high-quality jobs and high-demand careers;
- Enable businesses and employers to easily identify and hire skilled workers and access other human resource assistance, including education and training for their current workforce, which may include assistance with pre-screening applicants, writing job descriptions, offering rooms for interviewing, and consultation services on topics like succession planning and career ladder development, and other forms of assistance.
- Participate in rigorous evaluations that support continuous improvement of American Job Centers by identifying which strategies work better for different populations; and
- Ensure that high-quality integrated data inform decisions made by policy makers, employers, and job seekers.

The management of the American Job Center network is the shared responsibility of States, local workforce development boards (WDBs), elected officials, the six WIOA core program partners, required one-stop partners and other additional one-stop partners, American Job Center operators, and service providers. Through the American Job Center, the one-stop operator carries out the activities described below:

- Facilitates integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the American Job Center.
- Develops and implements operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
- Organizes and integrates American Job Center services by function (rather than by program), when permitted by a program's authorizing statute and, as appropriate, through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having American Job Center staff that perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).
 - Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
 - Integrated American Job Centers also ensure that:
 - Center staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
 - Center staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
 - Center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the Local WDB, as well as within the American Job Center network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

There are significant benefits to partner participation in the American Job Center network. The clear benefit is better outcomes for customers, both job seekers and businesses. The following is not an exhaustive list of benefits, but provides some of the many advantages inherent in partnering in an integrated one-stop delivery system:

- **Expanded workforce services for individuals at all levels of skill and experience.** All customers, including those with disabilities or other barriers to employment, have the opportunity to receive hard and soft skills guidance, career planning and job placement services, particularly timely labor market demand and occupational information, and a variety of job-driven training options, including work-based training opportunities such as registered apprenticeship, on-the-job training (OJT), and incumbent worker training.
- **Access to multiple employment and training resources.** Access to multiple program resources, including necessary supportive services that may not be offered by or available through one individual program. Access to multiple resources in one location also reduces the travel and commuting distances for customers needing referrals to or the receipt of multiple services. Access to multiple resources may also facilitate the leveraging and braiding of resources across systems for individual customers, as appropriate.
- **Integrated and expert intake process for all customers entering the American Job Centers.** Frontline staff are highly familiar with the functions and basic eligibility requirements of each program, appropriately assist customers, and make knowledgeable referrals to partner programs, as appropriate, given the authorized scope of, and eligibility requirements for, each program.
- **Integrated and aligned business services strategy among American Job Center partners.** As part of an aligned team, partners have access to a wider range of business engagement strategies, increasing the opportunity for better placement services and outcomes for all customers. This partnership also allows for a unified voice for the American Job Center in its communications with area employers.
- **Expert advice from multiple sources.** Customers, including individuals with barriers to employment, can benefit from multiple levels of staff expertise, guidance, and advice across programs. This enhances job seekers' experiences and increases their chances for success in the evolving labor market.
- **Relevance to labor market conditions.** All workforce development activities occur within the context of a regional economy. Services provided should be informed by data on labor market demand in the local area to ensure a positive impact or labor market outcome. This outcome results in a return on investment for the job seeker's time and efforts, and for the workforce program resources expended.
- **Expanded community and industry outreach.** The integrated nature of the American Job Center network extends the one-stop reach to increase customer participation and enrollments, and to engage and support businesses.
- **Strengthened partnerships.** The integrated nature of the American Job Center network also helps in providing seamless workforce services that serve similar populations. Some examples include setting up common intake and assessment, joint outreach activities, and referral processes outlined in agreements implemented between partners in the American Job Center.
- **Encouraging efficient use of accessible information technology** to include, when possible, the use of machine readable forms and other features consistent with modern accessibility standards, such as section 508 Standards (36 CFR part 1194) and the Worldwide Web Consortium's Web Content Accessibility Guidance 2.0, as well as virtual services to expand the customer base and effectively deliver self-services.

OVERVIEW

The One Stop Operator must coordinate the One Stop Delivery System of required one-stop partners and service providers within a multi-center area for the entire Lowcountry area. The Operator may be the provider of all Title I WIOA Adult, Dislocated Worker and Youth Services within the Lowcountry One Stop Delivery System.

A. DESCRIPTION OF SERVICES

The list of duties **does not** contain any of the following responsibilities which would suggest there is a conflict of interest:

- Convening of system stakeholders to assist in the development of the local plan;
- Preparing and submitting local plans (as required under sec. 107 of WIOA);
- Responsibility for oversight of itself;
- Managing or significantly participating in the competitive selection process for one - stop operators;
- Selecting or terminating one - stop operators, career services, and youth providers;
- Negotiating local performance accountability measures;
- Or developing and submitting budgets for activities of the Local WDB in the local area.

The Board, LCOG and its staff has retained responsibility for the aforementioned items and, through the board carrying out its responsibilities, including SC Works System oversight, ensures that the operator fairly and transparently collaborates with all partners.

One-stop operators must:

- Disclose any potential conflicts of interest arising from the relationships of the one-stop operators with particular training service providers or other service providers, including but not limited to, career services providers;
- In coordinating services and serving as a one-stop operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
- Comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.
- Establish sufficient firewalls and conflict of interest policies and procedures.

SC Works Center Operations

Under the leadership of the LWB the successful Proposer will serve as the Operator of the Lowcountry SC Works System. The Operator will provide full-time on-site day-to-day operations for the System, provide functional supervision for all Center staff, ensure that customer and staff complaints are addressed in a timely manner, coordinating service providers within the center and across the one-stop system; coordinate service delivery in a multi-center area, which includes affiliated sites. The Workforce Board's primary responsibilities are strategic, while the Operator's responsibilities are primarily operational management.

Provision of SC Works Center Operations

The Lowcountry has adopted the SC Works Certification Standards for Management, Job Seekers and Business (16-09-1 <https://www.scworks.org/docs2.asp>) and has issued policy regarding the certification process (06-WIOA SC Works Certification Standards http://www.lowcountrycog.org/workforce/related_documents/index.php). The successful Proposer will be responsible for achievement of all Standards, Continuous Improvement of baseline standards, attaining certification of and maintaining certification of at least One Comprehensive One Stop Center in the

Lowcountry at all times. Affiliate and Access Point locations must also be certified in accordance with the State Workforce Board's Criteria and the Lowcountry Workforce Board Process.

Not attaining or maintaining certification will be cause for immediate termination of any contract.

NOTE: The Certification Standards are subject to change. By submitting an Offer the proposer agrees to adhere to the most current Certification Standards as issued by the State and any local amendments, if applicable.

American Job Center Certification. WIOA requires the State WDB, in consultation with CEOs and Local WDBs, to establish objective criteria and procedures to use when certifying its American Job Centers (20 CFR 678.800, 34 CFR 361.800, and 34 CFR 463.800). The certification process establishes a minimum level of quality and consistency of services in American Job Centers across a State. The certification criteria allow States to set standard expectations for customer-focused seamless services from a network of employment, training, and related services that help individuals overcome barriers to obtaining and maintaining employment.

The State WDB has established objective criteria and procedures for the Local WDBs to use in evaluating the effectiveness, physical and programmatic accessibility, and continuous improvement of American Job Centers. Local WDBs must follow procedures and criteria established by the State WDB and certify its American Job Centers and its American Job Center network at least once every three years (20 CFR 678.800, 34 CFR 361.800, and 34 CFR 463.800); this includes comprehensive, as well as affiliate American Job Centers. Local WDBs may establish additional criteria relating to service coordination achieved by the one stop delivery system. For example, this may include establishing more flexible business hours to meet the range of customer needs or increasing staff competencies to promote higher level service coordination to more vulnerable populations. Both the State WDB and Local WDB must review and update the criteria every two years as part of the review and modification of the State and local planning process. The joint regulations at 20 CFR 678.800, 34 CFR 361.800, and 34 CFR 463.800 describe the specific requirements for the certification process.

Physical and Programmatic Accessibility.

The American Job Center must ensure equal opportunity for individuals with disabilities to participate in or benefit from American Job Center services.

Physical accessibility refers to the extent to which facilities are designed, constructed, or altered so they are accessible and usable by individuals with disabilities. The successful proposer will be required to conduct evaluations of programmatic and physical accessibility that takes into account both external accessibility and internal accessibility. For example, evaluations of external accessibility could include a review of the availability of transportation to the American Job Center and access into the site location via ramps consistent with the Americans with Disabilities Act's (ADA) standards. On the other hand, an evaluation of internal accessibility could include a review of the center's access to bathrooms, adjustable work stations, and appropriate signage, including signage to meet multilingual needs common to the specific region of the State. Programmatic accessibility refers to the extent to which the full range of services is available to all one-stop customers regardless of disability or cultural background. The implementing regulations of section 188 of WIOA require that American Job Centers provide programmatic accessibility. As such, American Job Centers must provide reasonable accommodations for individuals with disabilities, administer programs in the most integrated setting appropriate, communicate with persons with disabilities as effectively as with others, and provide appropriate auxiliary aids or services (29 CFR 38.7-38.9).

The successful proposer must provide effective delivery systems and physical locations that take actions to comply with disability-related regulations implementing WIOA section 188. In addition to ensuring compliance with WIOA and the ADA, accessible American Job Centers must maximize usage by, and benefit, all customers. The use of universal design and human-centered design often benefit all customers accessing services. For example, closed captioning provides a critical link to information for individuals who are deaf or hard-of-hearing, but can also be a link for those without deafness sitting in the same noisy lobby to get updates. For additional exemplary customer service and service design principles and resources on accessibility, see DOL's Training and Employment Notice (TEN) No. 01-15, Promising Practices in Achieving Universal Access and Equal Opportunity: A Section 188 Disability Reference Guide and ETA's Disability and Employment Community of Practice. Also see the evaluation of American Job Center accessibility (20 CFR 678.800, 34 CFR 361.800, and 34 CFR 463.800).

The successful proposer must ensure:

- Center management is flexible and can respond to changes or needs in the labor market quickly and deliver high quality customer service;
- All agencies involved in SC Works Operation work together towards common goals and objectives;
- There are consistent expectations for physical infrastructure and facilities throughout the state.

The successful proposer will be the One Stop Operator and shall:

- Be the single Lowcountry SC Works System Manager responsible and accountable for:
 - Coordinating activities on a daily basis;
 - Providing functional oversight to all staff, within the confines of each program and agency requirements and goals;
 - Serving as the point of contact for center information and data; and
 - Assuring accountability for overall goals and objectives of the SC Works Center;
- Coordinate with partners to develop high quality, coordinated customer services to businesses and jobseekers in the centers on a daily basis;
- Provide day-to-day operations of all Lowcountry SC Works facilities, including layout, maintenance and emergency procedures. In state owned buildings, communicate with appropriate management regarding facilities;
- Establish, communicate and enforce SC Works Center policies and procedures;
- Develop and implement a current Operational Plan and ensure all staff and partners are aware of, trained and adhere to the Operational Plan;
 - The Operational Plan should be continuously evaluated and updated as needed, at a minimum an Annual update is required;
- Develop and implement a center staff development plan that includes information sharing, project management, team building, and ensures that staff has skills and knowledge of partner services to effectively deliver quality services;
- Implement a process to operate Centers in an effective and efficient manner;
- Create a high performance work environment through the development and promotion of functional and cross-functional teams;
- Work closely with the Business Services Lead to achieve goals;
- Participate in meetings, work groups, webinars, conference calls, etc. for staff development, sharing of ideas and promotion of the One Stop system;
- Establish and communicate specific and measureable performance standards in conjunction with the LWB and input from partner staff regarding their own performance standards;
- Develop continuous improvement processes to respond to immediate operational needs while ensuring that short-term actions support long-term objectives;

- Ensure quality service delivery to customers with special needs and involve partners such as Vocational Rehabilitation to help staff know how to recognize if a customer has special needs;
- Enforce State and Lowcountry policies that define operations such as hours of operation, data confidentiality, service delivery, proper equipment use, health and safety, office closings, and emergencies;
- Maintain knowledge of partner program policies and procedures that affect service delivery in order to ensure programmatic and statutory compliance and successful outcomes;
- Establish and maintain an environment that encourages innovative approaches and incorporates new technologies to meet customers' needs;
- Arrange and/or participate in presentations about the local SC Works system and services for civic and community organizations;
- Implement and maintain a service delivery system that meets the needs of the job seekers and employer customers;
- Develop and implement procedures that facilitate efficient customer flow through career and training services;
- Use performance information to measure the effectiveness of the SC Works delivery system, and that result in continuous improvement;
- Develop and Maintain a system to track and address customer feedback regarding service delivery and make improvements as needed;
- Establish and maintain an effective procedure to track and address customer complaints in a timely and efficient manner;
- Develop and implement a new employee orientation procedure to acclimate new partner employees to site procedures and policies;
- Assess the service delivery needs of the Lowcountry SC Works System to determine the number and type of staff required to accomplish those needs and coordinates with the Lowcountry System to address the identified staffing needs;
- Assess and ensure the adequate supply of equipment, tools, materials, supplies, and assistive technologies;
- Develop and implement operational procedures that reflect an integrated system of:
 - Performance,
 - Communication,
 - Case management;
- Use technology to achieve integration and expanded service offerings;
- Organize and integrate Lowcountry SC Works Center services by function (rather than by program), when permitted by a program's authorizing statute and, as appropriate, through:
 - Coordinating staff communication
 - Capacity building
 - Training efforts
- Ensure a well-integrated Lowcountry SC Works (American Job Center) by ensuring that Center staff are:
 - Trained,
 - Equipped,
 - Operating in a continuous learning environment with the skills and knowledge needed to provide superior service;
- Ensure center staff are cross-trained, as appropriate to increase staff capacity, expertise, and efficiency.

- Ensure center staff are routinely trained so they are keenly aware of how their particular work function supports and contributes to the overall vision of the LWB, as well as within the SC Works network;
- Ensure integrated and expert intake process for all customers entering Lowcountry SC Works Centers;
- Ensure integrated and aligned business services strategy among partners;
- Ensure relevance to labor market conditions;
- Expand community and industry outreach.

The One Stop Operator is responsible for the seamless and efficient operation of the center in a manner that results in high customer satisfaction, repeat customers, attainment of Federal, State and Local performance goals, non-duplication of services, ensure all services are available and that all partners and staff are aware of the resources available, the referral process, the services available, including accessibility. Part of this will be to convene regular One Stop partner meetings to ensure partners (both management and front line staff) are aware of their role so that they can provided One Stop services and referrals.

It is expected that partner meetings (both front line and management) will occur frequently to ensure everyone understands the new system and to ensure all staff and partners are well informed on the One Stop system purpose, goals, operations, process, responsibilities, etc. in order to ensure full understanding in order for the system to deliver the highest quality service possible. Partner meetings will occur as often as needed, but at minimum at least quarterly. All meetings should be widely announced in advance and scheduled at a time and place to ensure maximum participation. A record of all meetings shall be maintained by the Operator locally on site in a central location and a copy will be delivered to LCOG Workforce staff within thirty (30) days of the meeting. These records will include meeting notices, sign-in sheets, Agendas, minutes, and any materials or reports handed out.

In addition to any new or old business, every Partner meeting will include

A review of Customer (job seeker and employer) feedback process and outcomes

Process or corrective actions to improve customer feedback, including response rates

A review of Referrals and Referral Outcomes

Process or corrective actions to improve Referrals and Referral Outcomes

A review of the one-stop common Intake process

Process or corrective actions to improve the Intake process

The Operator will convene all major partners (management and front line) to participate in a formal data-driven analysis of employer need at least annually. All documents, minutes, data from the meeting will be maintained locally onsite by the Operator in a central local location and a copy will be delivered to LCOG Workforce staff within 30 days.

The Operator, in consultation with all partners, will develop and implement a Common Intake Process to include triage protocol/standard set of questions that could lead to service prescriptions or options. The Operator will ensure adequate partner training (initial and on-going). A copy of the Common Intake Process and evidence of all training will be delivered to LCOG Workforce Staff within 30 days of completion.

The One Stop Operator is responsible for the functional supervision of staff and partners in the Centers. This will include maintenance and review of schedules, staffing pattern, customer flow and staff development training to ensure adequate and knowledgeable coverage to meet customer demand.

The One Stop Operator will facilitate integrating partnerships to seamlessly incorporate services for the common customers served by multiple program partners of the American Job Center.

The Operator is responsible for the operational management of the Resource Rooms and common public areas of the One Stop system. This will include supplies and communication of IT issues to the designated LCOG IT contact.

The one-stop delivery system brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance.

One-stop partners administer separately funded programs as a set of integrated streamlined services to customers.

Title I of the Workforce Innovation and Opportunity Act (WIOA) assigns responsibilities at the local, State, and Federal level to ensure the creation and maintenance of a one-stop delivery system that enhances the range and quality of education and workforce development services that employers and individual customers can access.

Comprehensive American Job Centers.

The system must include at least one comprehensive physical center in each local area as described in The WIOA Final Regulations §678.305.

Currently the Lowcountry has designated the Beaufort SC Works Office located at 164 Castlerock Road Beaufort, SC 29906 as the area comprehensive center.

A comprehensive American Job Center, as described in 20 CFR 678.305, 34 CFR 361.305, and 34 CFR 463.305, is a physical location where job seekers and employer customers can access the programs, services, and activities of all required one-stop partners (section 121(b)(1)(B) of WIOA), along with any additional partners as determined by the Local WDB. The one-stop delivery system must include at least one comprehensive physical center in each local area. Comprehensive American Job Centers should reflect and exemplify the characteristics of a high-quality American Job Center as described in DOL's TEGL No. 4-15, and ED's RSA-TAC-15-01 and OCTAE Program Memorandum 15-3, entitled *Vision for the One-Stop Delivery System under the Workforce Innovation and Opportunity Act*. Comprehensive one-stop centers should reflect a welcoming environment to all customer groups who are served by the American Job Centers. All American Job Center staff should be courteous and helpful to all job seekers, businesses, and others who interact with the American Job Centers, in person, by telephone, or online.

A comprehensive American Job Center must have:

1. At least one WIOA title I staff person physically present, and the Center must provide the career services listed in 20 CFR 678.430, 34 CFR 361.430, and 34 CFR 463.430;
2. Access to training services described in 20 CFR 680.200;
3. Access to any employment and training activities carried out under section 134(d) of WIOA;
4. Access to programs and activities carried out by one-stop partners listed in 20 CFR 678.400 through 678.410, 34 CFR 361.400 through 361.410, and 34 CFR 463.400 through 463.410, including the Wagner-Peyser Act ES program; and
5. Workforce and labor market information.

NOTE: The successful proposer will be responsible for ensuring customers have access to the services and for the coordination of seamless, integrated, non-duplicative, customer-centered delivery of all the required services and in accordance with the Lowcountry Memorandum of Understanding.

Customers must have access to these programs, services, and activities during regular business days at a comprehensive one-stop center (20 CFR 678.305(c), 34 CFR 361.305(c), and 34 CFR 463.305(c)). The Local WDB may establish other service hours at other times to accommodate schedules of individuals who work on regular business days or who, because of life circumstances, are not able to access the American Job Centers during regular business hours. Access to services outside of regular business hours (i.e., nights and weekends) is recommended when doing so is possible and best serves the needs of the American Job Center's customers. Centers not open outside of the regular business hours should have a plan for how they will provide services to individuals who cannot visit a center during regular business hours.

It is important to note that "providing" career services in the comprehensive does not mean that each required partner must provide these services directly on-site at the comprehensive American Job Center. However, it does mean that some career services must be provided directly on-site. Career services may be provided through access to one-stop partner programs and activities, which, as described in 20 CFR 678.305(d), 34 CFR 361.305(d), and 34 CFR 463.305(d), may be delivered in one of three ways:

- Option 1. Having a program staff member physically present at the American Job Center;
- Option 2. Having a staff member from a different partner program physically present at the American Job Center and *appropriately trained* to provide information to customers about the programs, services, and activities available through all partner programs; or
- Option 3. Making available a direct linkage through technology to a program staff member who can provide meaningful information or services.

The options above offer a wide range of possibilities to partners. Option 2 could require varying levels of assistance depending on the program's needs, but this could be as simple as having an adequately trained Wagner-Peyser ES staff member providing basic program information to a one-stop customer regarding the Job Corps program. In this example, the partner staff member has been trained by someone from the Job Corps program on basic eligibility requirements as well as how to access and complete an enrollment application. Once the application is completed, the partner staff member will connect the customer to a Job Corps representative who can further assist the customer through the enrollment process. This option allows for the customer to receive high-quality service through the American Job Center, in a timely manner. In this example, it would be essential that the Wagner-Peyser Act ES staff person providing information about the Job Corps program document his or her time and effort to ensure that the charges to the appropriate program, namely the Job Corps program, for salaries and wages are based on records, that accurately reflect the work performed consistent with Federal cost principles in the Uniform Guidance at 2 CFR 200.430.

Option 3, a direct linkage, can take many forms as well. As described in 20 CFR 678.305(d)(3), 34 CFR 361.305(d)(3), and 34 CFR 463.305(d)(3), a "direct linkage" means providing a direct connection at the American Job Center within a reasonable time, by phone or through a real-time Web-based communication, to a program staff member who can provide program information or services, including career services, to the customer. Solely providing a phone number, Web site, information, pamphlets, or materials does not constitute a "direct linkage".

The flexibility provided through the three optional methods for assuring customer access to required one-stop partner services and activities at the comprehensive centers, ensures that dispersed programs, such as

the National Farmworker Jobs Program, Job Corps, or Indian and Native American programs, remain accessible through the American Job Center network.

Under WIOA, Wagner-Peyser Act ES programs must be co-located in comprehensive and/or affiliate American Job Centers. If the Wagner-Peyser Act ES is part of an affiliate American Job Center, the affiliate American Job Center must include at least one or more other partners with a physical presence of combined staff more than 50 percent of the time the center is open. In other words, if the Wagner-Peyser Act ES is located in an affiliated site, there must be staff of at least one other partner in that affiliated site that is physically present more than 50 percent of the time the center is open.

Additionally, 20 CFR 678.315(b), 34 CFR 361.315(b), and 34 CFR 463.315(b) specify that the partner program administering local veterans' employment representatives, disabled veterans' outreach program specialists, or unemployment compensation programs would not count as the other partner for purposes of this requirement. Therefore, if Wagner-Peyser Act ES and any of these three programs are provided at an affiliated site, an additional partner or partners must have a presence of combined staff in the center of more than 50 percent of the time the center is open. These and other Wagner-Peyser Act ES requirements will be addressed further in upcoming DOL-administered program-specific guidance.

The Lowcountry, in conjunction with the partners and one-stop operator(s), has established the method or means of providing access to partner programs and document such means or methods in their Memoranda of Understanding (MOUs).

All comprehensive American Job Centers must be physically and programmatically accessible to individuals with disabilities, as described in section 188 of WIOA and its implementing regulations at 29 CFR part 38 (Final Rule published at 81 FR 87130 (Dec. 2, 2016)).

To ensure meaningful access to all customers, American Job Centers should incorporate the principles of universal and human-centered design. These principles include, for example, flexibility in space usage; the use of pictorial, written, verbal, and tactile modes to present information for customers with disabilities or English language learners; providing clear lines of sight to information for seated or standing users; providing necessary accommodations; and providing adequate space for the use of assistive devices or personal assistants.

Required one-stop partner programs must provide access to programs, services, and activities through electronic means if applicable and practicable. This is in addition to providing access to services through the mandatory comprehensive physical one stop center and any affiliated sites or specialized centers. The provision of programs and services by electronic methods such as Web sites, telephones, or other means must improve the efficiency, coordination, and quality of one-stop partner services. Electronic delivery must not replace access to such services at a comprehensive one-stop center or be a substitute to making services available at an affiliated site if the partner is participating in an affiliated site. Electronic delivery systems must be in compliance with the nondiscrimination and equal opportunity provisions of WIOA sec. 188 and its implementing regulations at 29 CFR part 38. The design of the local area's onestop delivery system is described in the Memorandum of Understanding (MOU) executed with the one-stop partners, as described in §678.500.

The system may also have additional arrangements to supplement the comprehensive center. These arrangements include: (1) An affiliated site or a network of affiliated sites, where one or more partners make programs, services, and activities available, as described in §678.310; (2) A network of eligible one-stop partners, as described in §678.400 through §678.410, through which each partner provides one or more

of the programs, services, and activities that are linked, physically or technologically, to an affiliated site or access point that assures customers are provided information on the availability of career services, as well as other program services and activities, regardless of where they initially enter the public workforce system in the local area; and (3) Specialized centers that address specific needs, including those of dislocated workers, youth, or key industry sectors, or clusters.

Affiliate American Job Centers.

The Lowcountry has also chosen to operate other access points to services in addition to comprehensive American Job Centers. Such access points are called affiliate or specialized American Job Centers, and are created to supplement and enhance customer access to American Job Center services. These sites make one or more of the one-stop partners' programs, services, and activities available to job seekers and employers. Affiliated sites, as described in 20 CFR 678.310, 34 CFR 361.310, and 34 CFR 463.310, allow for more flexibility in terms of the services one-stop partner programs provide. These sites do not need to provide access to every required one-stop partner program. Just as is required of comprehensive American Job Centers, affiliated sites must be physically and programmatically accessible to individuals with disabilities, as required by section 188 of WIOA and its implementing regulations at 29 CFR part 38. The frequency of program staff's physical presence in an affiliated site will be determined through partner MOU negotiations at the local level, within the parameters of the Federal regulations at 20 CFR 678.310 through 678.320, 34 CFR 361.310 through 361.320, and 34 CFR 463.310 through 463.320.

Current Lowcountry affiliate site locations:

Colleton County Career Skills Center
1085 Thunderbolt Dr.
Walterboro, SC 29488

Technical College of the Lowcountry
Hampton Campus Mungin Center
54 Tech Circle
Varnville, SC 29944

The Lowcountry desires to have some level of presence in each county, therefore the successful proposer should expect to identify a site and submit for approval an implementation plan, including budget, for service delivery in Jasper county during the first half of PY 19. Additional locations should be utilized to respond to needs as they are identified. The goal is to be highly mobile and quickly responsive to the needs of customers.

Partner Roles and Responsibilities in the American Job Center Network.

One-Stop Partners. Section 121(b) of WIOA identifies the required and additional one-stop partner programs. Generally, the entity that carries out the program serves as the one-stop partner. This may be the grant recipient, administrative entity, or organization responsible for administering the funds of the specified program in a local area. In some local areas, the partner program may be carried out by more than one grant recipient, contractor, or organization. If the Federal grant recipient has issued or awarded part of or its entire program funds to a sub-recipient or subcontractor in accordance with program requirements, the Federal grant recipient remains the entity responsible for fulfilling the roles and responsibilities of a one-stop partner program. It is the responsibility of the Federal grant recipient to ensure that the subrecipient, who is providing services in that local area on its behalf, participates in the one-stop delivery system. If a program does not have a local administrative entity, the responsible State agency is considered the one-stop partner. The joint regulations at 20 CFR 678.415, 34 CFR 361.415, and 34 CFR 463.415 provide more specific information on which entities are the one-stop partners for the VR and AEFLA programs (two of the six WIOA core programs), as well as for certain other required partner programs.

A program becomes a one-stop partner when it begins carrying out the program or activity in a local area. As explained in 20 CFR 678.415, 34 CFR 361.415, and 34 CFR 463.415, if a partner is not carrying out its program or activities in the local area, the requirements relating to a required one-stop partner are not applicable to that partner program. Carrying out a program or activity means that the partner is providing any of the services its grant, contract, or program requires. The Operator is responsible for One of the critical requirements that a one-stop partner must satisfy is signing the local MOU, which describes the services to be provided, infrastructure and additional costs and contributions, the duration of the agreement, and other elements described in section 6 of this document and additionally outlined in section 121(c) of WIOA and 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500.

Required and Additional One-Stop Partner Programs. The chart below identifies the required one-stop partner programs. Attachment II of TEGl 16-16 provides a brief description of the one-stop partner programs, along with some options for aligning and integrating service delivery through the American Job Center network.

Required Department of Labor programs	
Adult (WIOA title I formula)	Senior Community Service Employment Program (title V of the Older Americans Act of 1965)
Dislocated Worker (WIOA title I formula)	Trade Adjustment Assistance activities (Trade Act of 1974, as amended)
Youth (WIOA title I formula)	Jobs for Veterans State Grants (Chapter 41 of title 38)
YouthBuild (WIOA title I)	Unemployment Compensation programs
Indian and Native American Programs (WIOA title I)	Wagner-Peyser Act ES, as authorized under the Wagner-Peyser Act, as amended by WIOA title III
National Farmworker Jobs Programs (NFJP)/Migrant and Seasonal Farmworker Programs (WIOA title I)	Reentry Employment Opportunities (REO) program (formerly referred to as the Reintegration of Ex-Offenders (ReXO) program) (Section 212 of the Second Chance Act of 2007 and WIOA sec. 169)
Job Corps (WIOA title I)	
Required Department of Education programs	
AEFLA program (WIOA title II)	Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006
State VR program, authorized under title I of the Rehabilitation Act of 1973, as amended by WIOA title IV	
Required Department of Health and Human Services programs	
Programs authorized under the Social Security Act title IV, part A (TANF)1	Community Services Block Grant Employment and Training activities (Community Services Block Grant Act)
Required Department of Housing and Urban Development (HUD) program	
Employment and training programs	

Required one-stop partner programs have specific governance, operations, and service delivery roles within the American Job Center network. In accordance with 20 CFR 678.420, 34 CFR 361.420, and 34 CFR 463.420, each required one-stop partner program must:

- Provide access to its programs or activities through the American Job Center network, in addition to any other appropriate locations (i.e., affiliated or specialized sites);
- Use a portion of its funds, to the extent consistent with the relevant authorizing statute and with the Uniform Guidance at 2 CFR parts 200, 2900, and 3474 (requiring, among other things, that costs are allowable, reasonable, necessary, and allocable) to:
 - Provide applicable career services; and
 - Work collaboratively with the State and Local WDBs to establish and maintain the one-stop delivery system. This includes jointly funding the one-stop infrastructure costs through partner contributions.
- Enter into an MOU that meets the requirements of 20 CFR 678.500(b), 34 CFR 361.500(b), and 34 CFR 463.500(b) with the Local WDB relating to the operation of the American Job Center network;
- Participate in the operation of the American Job Center network consistent with the terms of the MOU, requirements of authorizing laws and implementing regulations, Federal cost principles, and all other applicable legal requirements; and
- Provide representation on the State WDB and Local WDBs as required, and participate in Board committees, as needed.

The successful proposer may also recruit and facilitate the addition of one-stop partners and refer them to the Lowcountry for approval of the Local WDB and CEOs. Additional one-stop partners would be required to enter into the Lowcountry Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA). Additional partners may include Social Security Administration employment and training programs (i.e., Ticket to Work and Self Sufficiency programs); Department of Agriculture's Supplemental Nutrition and Assistance Program (SNAP) employment and training programs; the Client Assistance Program, authorized under section 112 of the Rehabilitation Act of 1973, as amended by title IV of WIOA; National and Community Service Act Programs; employment and training programs carried out by the Small Business Administration; and other appropriate Federal, State or local programs, including, but not limited to, employment, education, or training programs such as those operated by libraries, foundations, community-based organizations, or in the private sector. Partnerships with the local mental health and transportation agencies also provide opportunities to complement and streamline supportive services through the American Job Center network.

The successful proposer is responsible for promptly identifying any issues or potential issues regarding one stop operations, service delivery, MOU, RSA, or SC Works Certification Standards and notifying the Lowcountry Workforce Development Director in writing in enough detail to ascertain a course of action.

The MOU is an agreement developed and executed by the Local WDB and the one-stop partners, with the agreement of CEO and the one-stop partners, relating to the operation of the one-stop delivery system (20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500). As the management of the American Job Center network is the shared responsibility of States, Local WDBs, elected officials, the WIOA core programs, the required one-stop partners (as defined at 20 CFR 678.400, 34 CFR 361.400, and 34 CFR 463.400), other entities that may serve as additional one-stop partners (as defined at 20 CFR 678.410, 34 CFR 361.410, and 34 CFR 463.410), and American Job Center operators, the Departments expect local areas to use a collaborative and good-faith approach to negotiations and encourage all of these entities to work together in developing an MOU that demonstrates the spirit and intent of WIOA, thereby ensuring the successful integration and implementation of partner programs in American Job Centers.

The successful proposer may also identify, either in the proposal or during the contract period, additional locations, a change in existing location, changes in hours of operation, etc. that will result in improved service delivery and/or cost effectiveness. All proposed changes must be referred to the LWB for prior written approval. Proposed changes to location, hours of operation or staffing must be accompanied by a detailed budget, cost-benefit analysis and proof of consultation and solicitation of input from the One Stop Partners.

B. Adult, Dislocated Worker and Youth Services

These services will improve education and skill competencies, encourage and develop education and employment goals to make the connection between school and work, to provide links to the labor market, community programs, and services that have strong connections between academic and occupational learning to help customers address and resolve problems they may encounter while attaining the education and/or skills needed to obtain and retain employment and advance in the workforce. Please refer to <http://www.doleta.gov/WIOA> for more information on WIOA.

The program design will provide all required elements, services and activities that address each individual participant's employment, training and supportive service needs. A "hands-on" case management model that uses a holistic approach is required.

The program design will provide customer centered, unduplicated, cost effective, efficient, and high performing delivery of comprehensive WIOA Adult, Dislocated Worker and Youth services in Beaufort, Jasper, Hampton and Colleton counties (the Lowcountry, or LWA). All services must be available while having no duplication. These services must be available, however not all individuals will receive all services. The services do not all need to be provided directly by contractor if the contractor has developed linkages and established a process for tracking and communication regarding co-enrolled individuals. Each individual will receive the unduplicated services necessary to reach their individual goals and objectives as listed on their Plan (Individual Service Strategy (ISS) or Individual Employment Plan (IEP)).

Linkages must be developed to refer individuals, as appropriate (identified on Plan), to other service providers, community resources. It is imperative the Contractor excels in collaboration of resources to meet this requirement. The Contractor will develop and keep an up-to date comprehensive list of community resources/service providers in their location. The list will include all relevant contact information, locations, services, hours, cost, requirements, and any other relevant information to insure all required services are available. Recommendation is for the lists to also be maintained on the designated Lowcountry Workforce Website.

The Successful Proposer will cooperate and work very closely with LCOG Workforce Development Administrative staff and the Lowcountry Workforce Board to develop and refine operations and services as the system evolves and as regulations and guidance (Federal, State and Local) are issued.

The intent is to start the contract on June 1, 2019 to allow time and financial support necessary for the successful Proposer to hire and fully complete the training of its staff so that the contract is fully staffed and the actual work will begin as quickly as possible. This is to minimize any negative impact to existing customers (participants) that will transition from LCOG to the contractor. The successful Proposer must begin service delivery to existing customers and complete all hiring and staff training prior to July 1, 2019.

1. OUTREACH AND RECRUITMENT

The successful Proposer will be 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 the WIOA Adults, Dislocated Workers and Youth programs to meet targeted annual enrollment levels and expenditures as set forth in this RFP is crucial to the success of this program.

The LWB maintains a website <http://www.lowcountryscworks.org>. The One Stop Operator is responsible for the regular review of website for content, accuracy and ease of use. The successful

Proposer shall communicate any updates, changes, corrections needed to the Workforce Development Director, or his designated staff, in a timely manner.

Appropriate Social Media may be used to promote the Lowcountry One Stop system and services, with the prior written approval and in coordination with the Operator and the Workforce Development Director, or his designated staff.

The successful Proposer will coordinate in advance with the Workforce Development Director, or his designated staff on outreach materials, communication, or presentations, speaking engagements, meeting attendance, etc. to avoid duplication of efforts, to ensure compliance, and to present a unified message.

All outreach materials, communication, or presentations must be approved in advance by LCOG Administrative staff.

All communications and materials must contain the following:

An Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. TTY 711

Priority of service is given to veterans and spouses of certain veterans.

All activities conducted by the program provider and funded by the Lowcountry Workforce 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 the LCOG Workforce Director prior to use.

Section 121(e)(4) of WIOA requires each one-stop delivery system to use a common identifier on all products, programs, activities, services, electronic resources, facilities, and related property and new materials. States and local areas are also permitted to use any State- or locally-developed identifier. The Departments established the “American Job Center” network, a unifying name and brand, that identifies online and in-person workforce development services as part of a single network of publicly-funded services (20 CFR 678.900, 34 CFR 361.900, and 34 CFR 463.900). The one-stop delivery system must use either that common identifier as its name, or use the tag line phrase “a proud partner of the American Job Center network.” Either the plain text or one of the logos may be used. If a logo is used, it must be used in accordance with the guidelines contained in the Graphics Style Guide for Partners, and with the terms of use for the logos, available at <https://www.dol.gov/ajc> and <https://ion.workforcegps.org/resources/2016/09/30/12/11/AJC> Common-Identifier-and-Branding so that states and local areas can proactively identify one- stop centers as "American Job Centers" in outreach materials, Web sites, and other communications. DOL announced the American Job Center brand first in Training and Employment Guidance Letter No. 36-11, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7695 and DOL and ED required its use in the Joint WIOA Final Rule (20 CFR 678.900, 34 CFR 361.900, and 34 CFR 463.900). The Joint WIOA Final Rule at 20 CFR 678.900(b), 34 CFR 361.900(b), and 34 CFR 463.900(b) requires: “As of November 17, 2016, each one-stop delivery system must include the “American Job Center” identifier or “a proud partner of the American Job Center network” on all primary electronic resources used by

the one-stop delivery system, and on any newly printed, purchased, or created materials. The Joint WIOA Final Rule at 20 CFR 678.900(c), 34 CFR 361.900(c), and 34 CFR 463.900(c) further requires: “as of July 1, 2017, each one-stop delivery system must include the “American Job Center” identifier or “a proud partner of the American Job Center network” on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system.”

2. **ELIGIBILITY**

Under WIOA legislation, all participants must meet eligibility guidelines. Certification of eligibility for all WIOA funded programs must be completed prior to enrollment/participation. This includes determination, verification, and documentation of WIOA eligibility for program participants, maintenance of formal participant eligibility files, and related quality assurance activities.

Funding for the services included in this RFP come from the WIOA, Title I Adult and Dislocated Worker and Youth programs. Eligibility determinations will be conducted in SCWOS and in compliance with the WIOA Act and Regulations, and applicable State and Local guidance and processes. In addition to the statutory eligibility requirements, the applicant must be a resident of Beaufort, Colleton, Hampton or Jasper County; or for Dislocated Workers only, the qualifying dislocation employer was located in Beaufort, Colleton, Hampton or Jasper County. All Eligibility determinations, eligible or ineligible, require documentation of specific data elements as verification of determinations which must be maintained.

Test of Adult Basic Education 11/12 (TABE) Reading and Math will be administered to determine Basic Skills status (sufficient/deficient) for Eligibility Determination and as appropriate to document Measureable Skill Attainment (both pre-test and post-test). Title I WIOA funds may not be used prior to both a determination of eligibility and participation.

The successful Proposer will be required to 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 documentation used to make the determination.

The successful Proposer will be required to maintain a SCWOS WIOA application and a printed, signed WIOA application, including all supporting documentation, as the official certification for all customers, whether eligible or ineligible for the program. Exact match between SCWOS and file documents is required.

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

3. **REFFERAL**

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 successful Proposer 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 and as described in the Lowcounty MOU is mandatory.

Those who are not eligible, or do not fit the local provisions, or who choose to not submit an application, or those who are eligible and enrolled, but are in need of Partner provided services, must be given a Referral and information to other providers and resources. This referral will provide each person with:

- Information on the full array of applicable or appropriate services that are available through the local board or other eligible providers or one-stop partners, including those providers or partners receiving funds under WIOA; and
- Referral to appropriate training and educational programs that have the capacity to serve the participant either on a sequential or concurrent basis.

An eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served must be referred for further assessment, as necessary, and referred to appropriate programs in accordance with WIOA to meet the basic skills and training needs of the applicant.

All referral(s) must be entered in SCWOS and followed up on. Referrals will utilize the SCWOS referral module in compliance with the Lowcountry Memorandum of Understanding (MOU) and SC Works Certification Standards.

4. ENROLLMENT/PARTICIPATION

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 applicable 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 or youth 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).

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.

For adult employment and training activities under paragraph (2)(A) or (3) of section 133(b), priority shall be given to recipients of public assistance, other low- income individuals, and individuals who are basic skills deficient for receipt of career services described in paragraph (2)(A)(xii) and training services. The appropriate local board and the Governor shall direct the one-stop operators in the local area with regard to making determinations related to such priority.

The State of South Carolina has issued State Instruction #15-17, changes 1 and 2 requiring as of July 1, 2016, seventy percent (70%) of all enrolled adult participants must be either low-income or basic skills deficient as described in the instructions.

An Adult-Dislocated Worker Participant is defined as a reportable individual who has received services other than the services described in 20 CFR § 677.150(a)(3) after satisfying all applicable programmatic requirements for the provision of services, such as eligibility determination. The following individuals are not participants:

- Individuals who only use the self-service system

- Individuals who receive information-only services or activities, which provide readily available information that does not require an assessment by a staff member of the individual's skills, education, or career objectives.

A Youth Participant is a reportable individual who has satisfied all the applicable program requirements for the provision of services, including eligibility determination, an objective assessment, and development of an individual service strategy (ISS Plan), and received one or more the 14 WIOA Youth program elements identified in §129(c)(2) of WIOA.

For those who are eligible for both the Youth and Adult program, the successful proposer must determine the appropriate program for the participant based on the service needs of the participant and if the participant is career-ready based on an assessment of their occupational skills, prior work experience, employability, and the participant's needs.

a. Assessment

Each participant must be provided a comprehensive objective assessment to identify skills, competencies, and supportive service needs. This shall be documented in SCWOS through the use of the Objective Assessment Summary (OAS). The Assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of such participant, for the purpose of identifying appropriate services and career pathways for participants. A new assessment of a participant is not required if the Title I service provider determines it is appropriate to use a recent assessment of the customer conducted pursuant to another education or training program.

- Standardized assessment tests will be used for assessment of basic skills, career interests, and aptitudes (including interests and aptitudes for nontraditional jobs), and work readiness needs. Reasonable accommodations for individuals must be provided.
- Assessment is a continuous process throughout program participation. The purpose of assessment is to identify appropriate services and career pathways for participants are used to develop the individual employment plan (IEP)/individual services strategy (ISS).
- Participation in additional assessment services will be determined by the service provider as needed based on the individual.
- All Assessment results will be used in the development and revision of the participant's IEP/ISS in SCWOS. All results will be reviewed periodically and revised as needed; all will be documented in SCWOS through case notes, updates to the Plan (IEP/ISS), Assessment, and/or Self-Assessment tab, as applicable.
 - **Basic Skills:**
 - ✓ Enrollment interview regarding educational achievement and WorkKeys®/WINS history. If no current NCRC/Career Ready Certificate (Reading for Information, Applied Math, Locating Information) or if case management process identifies a need to improve score or testing in additional areas is needed for employment or training, a WorkKeys®/WINS assessment will be administered as appropriate.
 - ✓ Test of Adult Basic Education (TABE) Reading and Total Math will be administered to determine Basic Skills status (sufficient/deficient) for Eligibility Determination and as appropriate to document Measureable Skill Attainment (both pre-test and post-test). Title I WIOA funds may not be used prior to both a determination of eligibility and participation.
 - **Occupational Skills:** Enrollment interview regarding prior education/training, work experience and WorkKeys®/WINS history. If need for additional assessment is identified

through case management: My Skills My Future (Transferrable Skills); SCWOS Self-Assessment Profile - Job Skills, Personal Skills, Work Place Skills may be completed and used to identify matching occupations.

- Prior Work Experience: Enrollment interview regarding prior Work Experience. If need for additional assessment is identified through case management: My Skills My Future (Transferrable Skills).
- Employability: WorkKeys Talent, Interview, SCWOS Objective Assessment Summary, on-going case management.
- Interests and Aptitude: Enrollment interview regarding career interest, skills, and goal and on-going case management. If need for additional Assessment is identified through case management: My Next Move, O*NET Interest Profiler; SCOIS; SCWOS Self-Assessment Profile - Interest and Work Values, may be completed and used to identify matching occupations.
- Supportive Service needs: SCWOS Objective Assessment Summary, this information will be gathered as part of the enrollment interview and on-going case management.
- Developmental needs: SCWOS Objective Assessment Summary, this information will be gathered as part of the enrollment interview and on-going case management.

b. Plan (Individual Service Strategy (ISS)/Individual Employment Plan (IEP))

- The Plan is a written document that reflects and utilizes the information obtained from the objective assessment, individual interviews, and other sources of information. The Plan must contain appropriate long, intermediate, and/or short-term Goals with appropriate Objectives that address the educational, occupational or vocational, and support service needs of each individual. A Plan must be developed with each participant. The Plan must be kept current by regular reviews and updated as changes occur in employment goals, barriers, program services or support service needs. The Plan must follow the State's Policy, training, and process regarding Plans.
- ISS for Youth must directly linked to one (1) or more of the WIOA performance outcomes (WIOA sec. 116(b)(2)(A)(ii)) and the ISS shall identify career pathways that include the participant's appropriate educational and employment goals and must comply with State 18-06, and any applicable changes.
- IEP for Adults and Dislocated Workers must comply with State Instruction Number 18-01 and any applicable changes.
 - A clear link between Assessment results and the IEP/ISS is required. Assessment provides a snapshot of the Individual's ability, interest and need. The Goals in the IEP/ISS show where the Individual wishes to be when WIOA services are completed (case closure). The Objectives in the IEP/ISS show the planned services that will bridge the gap between the current state of the individual (as supported by Assessment) and Goals (as shown on the IEP/ISS). The IEP/ISS is a living document and regular, periodic review is required. As Assessment results are added and as the Individual's situation evolves, Goals and Objectives may change.

5. CASE MANGEMENT/SERVICE DELIVERY

The successful proposer's program design will provide all required WIOA Adult, Dislocated Worker and Youth elements, services and activities that address each individual participant's employment, training and supportive service needs as identified on the Plan. A "hands-on" case management model that uses a holistic approach is required.

6. LOCAL PROVISIONS

- Utilizes ITAs for out of School Youth

- Does not maintain hard copy files or documentation. All required documentation will be scanned in SCWOS Electronic Document Management System (EDMS).
- In addition to the statutory eligibility requirements, the applicant must be a resident of Beaufort, Colleton, Hampton or Jasper County; or for Dislocated Workers only, the qualifying dislocation employer was located in Beaufort, Colleton, Hampton or Jasper County.
- All Eligibility determinations, eligible or ineligible and enrolled or not enrolled, require documentation of specific data elements as verification of determinations. The Eligibility determinations and verifications must be maintained.
- While WIOA does outline various categories of Eligible individuals the law also makes clear that nothing in WIOA shall be construed to provide an individual with an entitlement to a service under WIOA. It is the intention of the LWB to provide employment and training opportunities to those who can benefit from and who are most in need of such opportunities. Therefore, the LWB currently intends to only serve Eligible Out of School Youth. Further, the LWB will only serve those who are beyond the age of compulsory school attendance, for South Carolina that is 17 or older (SC Code of Laws, Title 59, Chapter 69). This is in keeping with the Priority provisions to serve a minimum of 75% out of school youth, in support of consistency with compulsory school attendance laws and to reduce duplication of activities that are otherwise available to in-school youth. Finally, keeping mind the element of serving those most in need, the LWB will not serve any youth who would only qualify under the 5% Exception or 5% Limitation (129(a)(3)). All customers must be advised of the above Local Provisions, those who desire to make an application, follow the application process and present the required verification documents must be given the opportunity to submit an application.
- This solicitation does not include provision or funding of On-the-Job Training (OJT). The LWB will retain the funding and provide these services through their designated Business Service Lead staff.
 - The Successful Proposer will be required to identify, prepare and refer an adequate number of appropriate individuals who are in need of and would benefit from OJT services.
- 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 (laptops, desktops, tablets), phone system, copiers, meeting space/classroom furniture (conference tables, chairs, etc.).

7. PERFORMANCE STANDARDS

The successful Proposer will participate in common performance reporting that support continuous improvement of American Job Centers by identifying which strategies work better for different populations. The LWB expects the successful Proposer to describe how it will achieve performance outcomes. The response to this RFP must indicate how the combination of services proposed will achieve WIOA performance standards for the individual programs AND for the overall system.

Failure to achieve negotiated levels of performance, participation service levels, expenditures, monitoring, or audit requirements directly impacts the LWB's designation as a Workforce Area and its ability to access funding. Therefore it shall be a priority and responsibility of the successful proposer to ensure success in all areas. Failure to achieve any indicator could be considered a termination for cause.

Outlined below are the required WIOA PY 18 and PY 19 Performance Measures:

Adults:

- Employment Rate 2nd Quarter after exit - 76.8%

- Employment Rate 4th Quarter after exit - 73.0%
- Median Earnings 2nd Quarter after exit - \$4,908
- Credential Attainment Rate - 51.9%
- Measureable Skills Gain 45.0%*

Dislocated Workers:

- Employment Rate 2nd Quarter after exit – 80.1%
- Employment Rate 4th Quarter after exit – 76.0%
- Median Earnings 2nd Quarter after exit – \$6,200
- Credential Attainment Rate – 48.6%
- Measureable Skills Gain 50.0%*

Youth:

- Employment Rate 2nd Q after exit – 76.61%
- Employment Rate 4th Q after exit – 69.0%
- Credential Attainment Rate – 68.1%
- Youth Median Earnings 2nd Quarter After Exit \$4,360*
- Measureable Skills Gain 43.0%*

*Federal Performance measures are currently in “baseline” status, however the LWB has set a local expectation based on actual PY 17 Annual Performance.

8. CARRY-OVER

There will be Participants, Eligible (not yet enrolled) Customers, and Potential Candidates (no application, but have started the application process), who will transition to the successful Proposer. The successful Proposer will be required to assume responsibility for existing participants, some of whom may be approved but have not yet started Training or Support Services, and some of whom may be actively receiving training and/or support services. The successful Proposer will also be responsible for assumption of existing eligible (determined eligible within the 90 days prior to contract start date), but not yet enrolled applicants, and for those potential applicants who have started the candidate process.

9. PHYSICAL AND PROGRAMMATIC ACCESSIBILITY

The American Job Center must ensure equal opportunity for individuals with disabilities to participate in or benefit from American Job Center services.

Physical accessibility refers to the extent to which facilities are designed, constructed, or altered so they are accessible and usable by individuals with disabilities. The successful proposer will be required to conduct evaluations of programmatic and physical accessibility and take into account both external accessibility and internal accessibility. Programmatic accessibility refers to the extent to which the full range of services is available to all one-stop customers regardless of disability or cultural background. The implementing regulations of section 188 of WIOA requires programmatic accessibility. As such, the successful proposer must provide reasonable accommodations for individuals with disabilities, administer programs in the most integrated setting appropriate, communicate with persons with disabilities as effectively as with others, and provide appropriate auxiliary aids or services (29 CFR 38.7-38.9).

The successful Proposer must provide effective delivery systems and physical locations that take actions to comply with disability-related regulations implementing WIOA section 188. In addition to ensuring compliance with WIOA and the ADA, must maximize usage by, and benefit, all customers. The use of universal design and human-centered design often benefit all customers accessing services. For example, closed captioning provides a critical link to information for individuals who are deaf or hard-of-hearing, but can also be a link for those without deafness sitting in the same noisy lobby to get updates. For additional exemplary customer service and service design principles and resources on accessibility, see DOL's Training and Employment Notice (TEN) No. 01-15, Promising Practices in Achieving Universal Access and Equal Opportunity: A Section 188 Disability Reference Guide and ETA's Disability and Employment Community of Practice. Also see the evaluation of American Job Center accessibility (20 CFR 678.800, 34 CFR 361.800, and 34 CFR 463.800).

10. PARTICIPANT TRACKING AND REPORTING

The successful Proposer will be required to utilize SCWOS for data entry. All data entry and record keeping is done by the successful Proposer and reviewed (via SCWOS and site visits) by LCOG and State staff. The successful Proposer must adhere to the established process guidelines and instructions regarding the timeliness of data entry into the SCWOS system. The successful Proposer will be held accountable for data entry and failure to adhere to the policy may have an adverse effect on future funding.

Exact match between SCWOS data and file documents is required.

The successful proposer must adhere to all Federal, State and local data entry and reporting requirements. Currently the State of South Carolina utilizes the SC Works Online Services (SCWOS) online system. The successful Proposer will utilize the State's MIS system to timely, accurately, and fully enter all data and documents in order to track and to report on all participant financial transactions and services for all customers (job seekers and employers). The State MIS system will be used to evaluate all performance, including financial performance.

Both financial reporting and program reporting will be required. This will be a work in progress as WIOA develops and SCWOS implements changes in response to WIOA. The successful offeror(s) will implement all data entry requirements of the South Carolina Works Online Services (SCWOS) Users Guide. Successful Proposers are expected to comply with all Federal, State and Local instructions and guidance.

The successful proposer will maintain the SCWOS Individual Fund Tracking (IFT) module in order to provide detailed, accurate, timely, current and complete disclosure of Participant Obligation, Expenditures, and detailed Participant Cost financial transactions on behalf of each individual customer.

The successful proposer will utilize the SCWOS Electronic Document Management System (EDMS) for file maintenance. The goal is to be as paperless as possible.

Part IV: RESPONSE/OFFER

A. REVIEW AND SELECTION PROCESS

The LWB shall identify eligible providers of WIOA Title I One Stop Operator, Adult, Dislocated and Youth services in the local area by awarding grants or contracts on a competitive basis and in consideration of recommendations of the review committee.

The proposal review committee will evaluate the project proposals received based on the evaluation criteria included in this solicitation. Proposals receiving the minimum score to be considered (70) will be discussed by the review committee to determine best fit for the area's need in regard to service area, program elements to be provided and budgetary concerns. The committee will make a recommendation of funding to the Lowcountry Workforce Board. The Board will take action on the Committee's recommendation.

Each proposal will be read by a panel of reviewers. Each reviewer will arrive at an independent score for the proposal. The scores will then be averaged to obtain a final score.

Proposals will be reviewed by individuals who are members of the Lowcountry Workforce Board or its Committees or their designees, or staff. Proposers should take care to prepare their offers in the most efficient and straight forward manner possible. Overly complicated proposals, the use of very technical terms, acronyms, abbreviations, or highly technical elaboration could possibly result in a good proposal not being understood and therefore not funded.

Applications will be ranked based on the final score that is assigned. Applications receiving the highest score will be recommended for funding, after taking into consideration the LWB's needs.

The Review Committee will consider the following information in determining the appropriateness of funding proposals:

- The ability and capacity to meet project design specifications at a reasonable cost.
- The ability to meet performance expectations.
- A satisfactory record of past performance and/or satisfactory evidence of ability to perform the services requested in a timely manner.
- A satisfactory record of integrity, business ethics and fiscal accountability.
- The technical skills to perform the work.
- An understanding of the project, requirements and desired outcomes.

All narratives should be concise, relevant, and provide a clear explanation of the proposed project, timeline, benchmarks and outcomes.

RFP WIOA 2018-01 ADY-OSO

Lowcountry Workforce Area Evaluation Panel “Briefing” Instructions to the Evaluation Panel

Your responsibility is to review, evaluate, and score each proposal. Each reviewer will read the RFP and each Proposal to arrive at an independent score for the proposal. The scores will then be averaged to obtain a final score. Proposals will be ranked based on the final score that is assigned. The Proposal receiving the highest score will be recommended for funding, after taking into consideration the LWB’ s needs.

The Reviewers will consider the following information in determining the appropriateness of funding proposals:

- The ability to meet project design specifications at a reasonable cost.
- The ability to meet performance expectations.
- A satisfactory record of past performance and/or satisfactory evidence of ability to perform the services requested in a timely manner.
- A satisfactory record of integrity, business ethics and fiscal accountability.
- The technical skills to perform the work.
- An understanding of the project, requirements and desired outcomes

The criteria that will be used to evaluate proposals are listed in the RFP along with their point values. Each reviewer will arrive at an independent score for each proposal. The scores will then be averaged to obtain a final score. A minimum average score of seventy (70) must be achieved in order to be considered for funding.

1. **Conflict of Interest** – See applicable form enclosed.
2. **Reviewing Proposals** - The RFP listed the LWA requirements for this procurement. Those requirements containing the words “must” or “shall” are considered mandatory. If you believe that an entity’s proposal fails to meet one of these requirements, notify the LWA procurement officer as soon as possible. The procurement officer will review your findings and notify the other evaluators. Any proposal not meeting a mandatory requirement must be eliminated from consideration. There may be other requirements listed in the Solicitation containing the words such as could, may, might, or should. These requirements are considered optional or desirable. If you do not understand an offeror’s response to a requirement contact the LWA procurement officer and ask the procurement officer to seek clarification from the offeror. The procurement officer will get the clarification for you and share that information with the other members of the evaluation committee. It is imperative that all evaluators have the same information concerning an offeror’s proposal. DO NOT contact the offeror on your own! This could jeopardize the procurement.
3. **Independent Evaluation** – Your responsibility is to provide an impartial, unbiased evaluation of each and every proposal according to the evaluation criteria contained in the Solicitation. You must arrive at your scores independently, without the influence of any other evaluator. The evaluation panel may meet for the purpose of discussions prior to finalizing scores and making an award. All scoring panel members must attend all meetings of the evaluation committee.
4. **Rating Structure** - The evaluation points for each award criteria are as indicated on the evaluation sheet.

5. **Cost** – If cost was an initial evaluation criteria, the points for cost will either be figured by the chairperson or his designee based on a formula supplied by the LWA, or subjectively by each evaluator, as instructed by the procurement officer.
6. **Score Sheets** – Score sheets are to be completed and signed in ink by each panel member prior to turning them in to the chairperson. No comments or documentation of scoring should be on the score sheets.
7. **Documentation of Scoring** – For each proposal, evaluators will provide a brief written explanation for the points awarded for each evaluation criteria. This explanation will be included in the procurement officer's file and subject to public review under the Freedom of Information Act. In the event of a protest, each member of the evaluation panel may be called upon to support their reasoning the Chief Procurement Officer, the Procurement Review Panel, or in a Court of Law. Evaluators should not include working papers, notes, or extraneous comments with the evaluation information returned to the Procurement Officer.
8. **Protest Hearing** - All decisions by the panel are subject to protest. Each member and/or the whole panel may be called upon to explain or defend their rating.
9. **Confidentiality**- All information presented or reviewed and anything discussed during the entire evaluation process is considered confidential. You will be required to return all copies of the proposals to the LWA procurement officer upon completion of the evaluation. No discussions will occur with anyone not part of this evaluation process (internal or external) until an award is made or finalized.

**RFP WIOA 2018-01 ADY-OSO
Lowcountry Workforce Area (LWA)
Conflict of Interest Certification**

I am a member of the Lowcountry Workforce Board and/or Committee and I am responsible for the reviewing responses to solicitations. By my signature below, I hereby certify:

- (A) To the best of my knowledge and belief, no conflict of interest exists that:
 - (1) diminishes my capacity to impartially and objectively review the proposals submitted;
 - (2) has the potential to result in a biased opinion or unfair advantage; or
 - (3) prevents me from evaluating any proposal submitted solely on its merits and in accordance with the evaluation criteria.

- (B) In determining whether any conflict of interest exists, I have considered all of the following factors that might place me in a position of conflict, actual or apparent, with the evaluation proceedings:
 - (1) my relationship with any potential contractor, subcontractor or direct competitor of any potential contractor under consideration by the evaluation committee;
 - (2) my stocks, bonds, and other financial interest or commitments;
 - (3) my employment and business arrangements (past, present, and under consideration); and
 - (4) to the extent know by me, the financial interests and employment and business arrangements of members of my immediate family.

- (C) I have a continuing obligation to disclose any circumstances that may create an actual or apparent conflict of interest. If I learn of any such conflict, I will report it immediately to the Procurement Officer. I will perform no more duties related to the evaluation or proposals until I receive instruction on the matter.

- (D) I have read and understand the requirements of the Ethics, Governmental Accountability, and Campaign reform Act (State Ethics Act).
<http://ethics.sc.gov/RulesofConduct/Pages/RulesofConductLaw.aspx>

- (E) I understand that any actual or apparent conflict of interest, however innocent, may result in my removal from the evaluation committee.

- (F) I have read and understand the Lowcountry Board Standards of Conduct.

In witness whereof, the undersigned has hereunto signed as of the date herein shown below.

Name (Print)

Signature

Date

Lowcountry Workforce Board Standards of Conduct.

Under the Uniform Guidance at 2 CFR 200.318 and 200.319, the Local WDB has a written standard of conduct. This is to ensure all competitions are conducted with fairness and objectivity during all phases of the procurement process. The ethical standards of persons with fiduciary responsibility for public funds are expected to be above reproach and such that they are able to withstand any public scrutiny.

These standards are to protect the integrity of the Board and the organization's decision-making process as well as to enable our constituencies to have confidence in the integrity, intentions and actions of the officers, staff, board members and volunteers. To that end, it is understood the standards are not meant to supplement good judgment and all constituents should respect its spirit as well as its wording.

1. Persons and entities involved in a competitive process using Federal funds must be free of apparent or real conflicts of interest. Under the Uniform Guidance at 2 CFR 200.318(c)(1), conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated has a financial or other interest or a tangible personal benefit from a firm considered for a contract.
2. Lowcountry Board or Committee members, Consistent with WIOA sec. 121(d)(4)(A), must publically disclose any real or apparent conflict of interest, whether individual, or organizational.
3. When a member of the Lowcountry Workforce Board or Committee discloses a real or apparent conflict of interest, they must recuse themselves from all matters, discussions, meetings regarding the conflict. This will require the member to physically remove themselves from the meeting place until such time as the business item in conflict is completed.
4. Information obtained during participation in meetings or in the review of proposals submitted by Proposers/Proposers must be maintained in a manner that is confidential, to avoid the disclosure of information for use by another offeror/Proposer to their advantage and to prevent collusive bidding.
6. No entity that develops or drafts specifications, requirements, statements of work, IFBs or RFPs, and evaluation of proposals may compete under that procurement (2 CFR 200.319(a)).
7. No member of The Lowcountry Workforce Development Board ("Board") or Staff shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with the Board. This shall also include the member's business or other nonprofit affiliations, family and/or significant other, employer, or close associates who may stand to receive a benefit or gain.
8. Each individual shall disclose to the Board Chair any personal interests which he or she may have in any matter pending before the organization and shall recuse themselves from participation in any discussion or decision on such matter.
9. Any member of the Board or Staff shall refrain from obtaining any list of clients, members or partners, for personal or private solicitation purposes at any time during the term of their affiliation. Any new member of the Board shall be given this policy and the policy will be reviewed annually by the board at a regularly scheduled meeting.

B. EVALUATION CRITERIA

WIOA 2018-01 ADY-OSO

The criteria that will be used to evaluate proposals are below with respective point values. An application must achieve an aggregate score of 70 to be considered for funding.

A. Program Effectiveness:

30 points

1. Does the Proposer identify effective recruitment strategies?
2. Did the proposal clearly provide a description of Delivery of Title I Adult, Dislocated Worker and Youth Services?
3. Does the proposed service model provide all required 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. Is the proposal clear on how supportive services or financial assistance will be provided in a compliant and timely manner?
7. Does the Proposer have a plan for monitoring project success? Participant success?
8. Does the proposal present a logical plan for participants to seamlessly and efficiently transition to the new provider and continuing his/her employment plan?
9. Does the proposal show effective strategies for providing participants a sustainable career?
10. Does the proposal include a strong follow-up component to ensure success for participants after exit?
11. Does the proposal sufficiently indicate how the combination of services proposed will achieve WIOA performance standards for the individual programs AND for the overall system, including achievement of One Stop Certification Standards and Continuous Improvement?
12. Is there a clear and logical plan for One Stop Operator to ensure system wide operations?
13. Does the proposal comprehensively address all items in the scope of work?
14. Does the proposal describe any new One Stop partnerships, locations, etc. that will be used? Are the roles clearly defined? Are there letters of support included?
15. Does the proposal sufficiently address how the proposer will maximize usage by all customers using universal design and human-centered design to benefit all customers accessing services?

B. Proposer's Qualifications:

20 points

1. Does the Proposer possess the organizational structure and ability to successfully perform under the terms and conditions of this procurement? Consideration must be given to the entity's integrity, compliance with public policy, record of past performance, and financial and technical resources.
2. Does the Proposer have a background and experience in providing employment and training services? Including the requirements:
 - Demonstrated experience providing and/or placing participants in vocational/occupational, skill training and employment.
 - Demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, specifically out-of-school or disconnected youth.
 - Demonstrate experience and/or strategies in connecting youth to education, training and employment opportunities with emphasis on career readiness activities and promoting career pathways for participants.
 - Demonstrated strong community and business linkages to ensure the ability to develop work-based learning opportunities and meet the skill and training needs for the state's talent pipeline.

3. Does the organizational chart and job descriptions, qualifications for all budgeted staff demonstrate the capacity?
4. 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 and retain professional staff to operate the project on the proposed timeline?
5. Does the Proposer have a history of failure to comply with audit, monitoring, or reporting requirements?
6. Does the proposal demonstrate sufficient firewalls, internal controls, and conflict of interest policies and procedures in conformity to the specifications in §679.430?
7. Does the proposal demonstrate the ability to maintain adequate files and records and meet audit, monitoring and reporting requirements?

C. Performance (Demonstrated and/or Projected)	20 points
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1. Has the Proposer clearly outlined the goals and objectives of the program? Are the outcomes acceptable?
2. Did the Proposer demonstrate understanding of the program objectives? Did the Proposer include goals/benchmarks to monitor the success of the project?
3. Does the Proposer have successful experience in serving as a One Stop Operator?
4. If the Proposer is a current provider, is the current grant successful in terms of performance outcomes and/or monitoring visits?
5. Does the proposal sufficiently demonstrate the ability to meet performance accountability measures through the proposed program design and strategies? Is it clear how the combination of services proposed will achieve WIOA performance standards for the individual programs AND for the overall system, including achievement of One Stop Certification Standards and Continuous Improvement?

D. Fiscal Responsibility and Budget	20 points
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1. 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?
2. If applicable,
 - a. is the Criteria and calculation for profit clear?
 - b. is Profit reasonable?
 - c. is Indirect reasonable?
3. Are the overall costs reasonable for the activities to be provided and performance outcomes to be achieved?
4. Does the line item budget meet the criteria for Participant Costs and Youth Work-Based Learning?
5. Is the budget detailed and accompanied by a clear budget narrative that describes the items in the budget and specifically explains why the dollar amount requested is (a) reasonable, (a) allowable, (c) cost-effective and (d) justifiable (e) will meet the desire outcomes and goals for both performance and expenditures?
6. If the proposal includes subcontracts, are the agreements fully described?
7. Has the Proposer demonstrated it has the administrative and fiscal capability and capacity to:
 - Safeguard federal funds?
 - Provide and manage the proposed services as a Sub recipient?
 - Provide an adequate audit trail and meet the audit requirements of a Sub Recipient?
 - Repay disallowed costs from non-federal funds if disallowances are made during the monitoring of the grant?

E. General**10 points**

1. Does the application demonstrate an understanding of the guiding principles of WIOA, the information requested, and conform to the requirements of the RFP?
2. Is the response complete with the items requested?
3. Is there internal consistency of data presented?
4. Is the proposal logical, easy to follow, clear and concise?
5. Does the proposal address how the Proposer will comply with disability-related regulations implementing WIOA section 188?

Part V: RESPONSE PACKAGE AND PROPOSAL INSTRUCTIONS

Important Note: The LWB is seeking original and well thought out Responses and Services to meet the unique needs of the Lowcountry area community. Proposers should avoid responses that are simply a restatement of information contained in this RFP, or simply agreeing to a particular requirement where a Process is requested. Proposers should also 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 LWB’s recognition of the transitional business environment and context in which this RFP is offered.

All Proposers must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the Proposer supplying the 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. The Proposer may not mark the entire proposal as “Confidential”.

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:

- A. Executive Summary (no more than 4 pages)-** A brief summary of highlighting details that describes the proposed service delivery for Title I One Stop Operator, Adult, Dislocated Worker and Youth Services for the LWA and resources necessary to effectively execute the service delivery plan.
 - 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, by program and location, the target active caseload numbers and target total numbers to be served during the initial contract period, including a benchmark timeline to achieve targets.
 - 4. 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.

- B. Administrative, Fiscal, and Management capability (no more than 15 pages (not including required documents and forms)).** Proposal must address each item below, in order:
 - 1. Description of the Proposer
 - Legal organizational name
 - Legal status and authority to conduct business in South Carolina.
 - Organization’s Mission and Vision Statements
 - Describe how offering services in response to the RFP will fit into the Proposer organization’s mission or business plan.
 - Size of the proposing organization (total number of employees)
 - Names, titles of senior organization management
 - Number of years in operation
 - How is the organization currently funded?
 - National, sub-national regional, or state geographic distribution of the Proposer’s current professional service delivery sites.
 - Describe previous or current experience with WIOA or similar employment-related services programs preparing participants for or placing in employment. Indicate when previous

- experience occurred, where previous experience occurred, what programs were operated, and how many individuals were served, trained, and placed.
 - Include specific data on outcomes achieved to demonstrate your ability to meet contractual performance standards for WIOA services or comparable programs.
 - Discuss the proposer's knowledge and experience in dealing with South Carolina State Government, its structure, rules and policies.
 - Include a description that demonstrates your understanding of local partners, population, and geographical diversity of the Lowcountry Workforce Area.
- Internal structure including management and supervisory staff positions to be used to operate in the LWB service area.
- Staffing Plan - For each proposed staff position, the Proposer must provide education and experience requirements and performance standards that staff will be expected to meet. Proposers should address special computer and technological skills of staff persons that will be essential to efficient use and maintenance of the WIOA customer tracking system. The Proposer should provide information on WIOA-relevant workshops, conferences, seminars, professional organizations and/or other activities key staff members have participated in over the past two years to stay abreast of current and best practices in the employment and training field. For vacant staff positions, Proposers should attach a job description with minimum required knowledge, skills, and abilities with a statement of their commitment to hire qualified staff and to ensure that staff will stay current and knowledgeable in all areas associated with their job responsibilities. If the staff person is known, a resume for that individual should be attached to the job description(s). Please detail your staffing plan to 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 or one contract (local area), 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, educational and experience requirements, 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, including the use of SCWOS (Geographic Solutions Virtual One Stop), or other similar tracking and federal reporting systems.
 - If your organization will need to hire staff as a result of being awarded a contract, please outline your plan to quickly hire and train 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.
 - Describe any required background checks for WIOA staff.
 - Describe how the proposing organization will prevent staff turnover.
- Proposed on-site Staff development plan (including how plan was developed and its sustainability)
 - Describe your experience in developing and delivering technical assistance and capacity building with workforce staff and organizations.
 - Describe initial and ongoing training that is provided to staff to ensure at a minimum an understanding of WIOA legislation, case management tactics, LWB policies and procedures, customer service, and other internal processes.
- 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, customer (job seeker and

- employer) satisfaction, continuous improvement, performance measures, data validation, and contract compliance.
- 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); audit process; conducting self-monitoring for contract performance and compliance; and developing and implementing a continuous improvement model.
 - 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.
 - Fiscal Management and Reporting Capacity 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.
 - The process the Proposer uses or proposes to use to timely capture and report fiscal information to LCOG.
 - 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.
 - 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 from non-federal funds 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 within their organization’s accounting system and the SCWOS IFT module must be utilized. Please describe how this will be accomplished.
 - WIOA funds are distributed through a process of drawdowns from DOL and then from the State to LCOG. Since this is a reimbursement process, the time from incurred expense to receipt of reimbursement may take 30 to 60 days. Explain how your organization has the fiscal capacity to operate under this projected timeline
 - Explain how your organization addresses the following. Entities will be evaluated in terms of their historical performance as it relates to financial and administrative matters.
 - Debt recovery.
 - 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.
Firewalls, internal controls, and conflict of interest policies and procedures in conformity to the specifications in WIOA Regulation §679.430.

C. Documents Required of Proposer (in order)

- List of Current Board Members of Governing Body
- Charter, By-Laws of Organization
- Organizational chart showing lines of authority for the organization down to the proposed on-site management and front-line positions in the Lowcountry service area
- Current resumes of senior organization management
- Current resumes of existing staff the organization proposes to assign to this project
- Current Financial Statement
 - If not available or more than 1 year old, provide a written explanation as to why.
- Most recent audit report
 - If not available or more than 2 years old, provide a written explanation as to why.
- Provide example cash management and fiscal reports that will be used
- Provide a separate Cash Flow Analysis document projected by-month for a minimum of 6 months for EACH program. The analysis must account for the small percentage (historically about 5-8% of total allocation) of funds that will be available under the Adult and Dislocated Worker “advance” funding for PY 19, “full” funding is generally received in November and any planned transfer between the Adult and Dislocated Worker funds.
- Copy of Indirect Cost Plan and Approval, if applicable;
- Cost Allocation Plan, if applicable;
- Grievance Procedures;
- Staff, Personnel, Procurement, and Travel Policies;
- A proposed monitoring schedule and monitoring tool;
- 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.

The failure to meet any one of the above capability/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.

D. WIOA Statements of Work Response (no page limit)

Proposals shall include THREE (3) Statement of Work narratives.

- One (1) for One Stop Operator, AND
- One (1) for Adult-Dislocated Worker, AND
- One (1) for Youth.

Each Statement of Work must detail all aspects of the proposed project design, in order; for example the Services for Adult-DW and Youth should go in order from recruitment through completion of follow up.

Each Statement of Work will include all aspects of the implementation and management of programs and services required by the WIOA Act and Regulations and other information deemed relevant.

The purpose of the Statement of Work is to provide an in-depth and very detailed description of the Proposed design of services, to demonstrate how requirements will be met, and to describe the process for achieving compliance and Performance Outcomes for the WIOA Adult, Dislocated Worker, and Youth programs and One Stop Operator. Each Statement of Work will be supported by separate line item budgets submitted.

Please address the following components in the **One Stop Operator Statement of Work Response** and how they will be carried out:

1. Describe the proposed process to achieve initial (Baseline) and continuous One Stop Certification.
 - This must include what the Proposer will use as demonstration (documentation) of achievement of each Standard. A description of the detailed process, evaluation documentation, methodology, and timeline for each location that addresses every Management, Job Seeker and Employer measure.
2. Describe any proposed expansion of the Lowcountry One Stop delivery system to include additional partners, services and locations.
3. Describe the proposed **Reporting Process**.
 - Describe any reports, documents or information, including frequency and time period covered, and distribution lists.
 - Describe how the information in these reports will be applied.
 - Describe how these reports will be monitored for relevance, accuracy and validity.

Adult-Dislocated Worker and Youth Statement of Work Response

Please address the following Statement of Work components and how they will be carried out for each Project:

- Adult-Dislocated Worker, AND
 - Youth
1. Describe the **Outreach and Recruitment** process and plan to recruit potential eligible candidates while completing the service plan for WIOA customers.
 - Describe how this plan will result in enough participants in each program to meet the required Expenditures and Performance outcomes.
 - 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.
 - The narrative must align with the timeline benchmark provided in the Executive Summary.
 2. Describe the **Orientation and Intake** process and how it will efficiently and effectively result in a customer-centered approach to ensure recruits (potential applicants) successfully navigate the steps from recruitment to successfully completing a WIOA application.
 - Described the Orientation process
 - Information that will be provided
 - Schedule
 - Format(s)
 - Describe how this plan will result in enough participants in each program to meet the required Expenditures and Performance outcomes.
 - The narrative must align with the timeline benchmark provided in the Executive Summary.
 3. Describe how your organization will manage the **Eligibility** process. At a minimum, please include:
 - How the process will ensure that everyone is afforded the opportunity to make an application.
 - Eligibility criteria for each program.
 - Information about staff training, initial and on-going, and supervision related to the eligibility process.
 - Internal monitoring of eligibility, including verification document review, safeguarding confidentiality, and maintenance of documents.
 - How the process will result in complaint, fully verified, and accurate Eligibility determinations.
 - How the process will result in enough participants in each program to meet the required Expenditures and Performance outcomes.
 - The narrative must align with the timeline benchmark provided in the Executive Summary.
 4. Describe how your organization will manage the **Information and Referral** process.
 - To ensure that applicants who are not served by the Proposer's program are referred to appropriate partner agencies or other community services elsewhere.
 - To ensure participants who may be eligible for Partner programs are referred?
 - Describe the communication process with other Partner programs for those participants who are co-enrolled in either concurrent or sequential partner services to ensure non-duplication and aligned services.
 - To ensure all referrals, for those enrolled and those not enrolled, are coordinated, tracked and reported?

5. Describe how your organization will manage the **Enrollment/Participation** process to ensure that all customers enrolled are eligible and appropriate for WIOA services? At a minimum, please include:
 - Information about staff training, initial and on-going, and supervision related to the enrollment process
 - Information on how Adult Priority of Service will be applied and how it will meet or exceed the 70% minimum requirement
 - Information on how Youth Out of School priority will be applied
 - Assessment process and instruments.
 - Describe the career, aptitude, and literacy assessments that will be used during the intake and case management process for Adult and Dislocated Worker and Youth participants to determine suitable training programs and career pathways.
 - Development, evolution and closure of Plans (IEP/ISS)
 - Decision process for program enrollment of those who are eligible for more than one program.
 - Internal monitoring of the Enrollment process
 - How this process will result in complaint, accurate, and customer-centered individualized Plans.
 - How this process will result in enough participants in each program to meet the required Expenditures and Performance outcomes.
 - The narrative must align with the timeline benchmark provided in the Executive Summary.

6. Describe how your organization will manage the **Case Management** process.
 - Include a description of the decision process that determines when and what services each participant receives or does not receive.
 - Include the proposed frequency and method (face-to-face, phone, email, etc.) of contact with participants.
 - Include information on how services will be tracked and reported.
 - Include information on the proposed case note process.
 - Include information on how duplication of service will be prevented.
 - Include information on how the Case Management Process will be monitored.

7. Describe how your organization will manage the **Services Delivery** process.
 - The successful Proposer will be expected to engage in partnerships to provide resources and services to participants. 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 to reduce duplication of service and ensure comprehensive service delivery, and how you propose to recruit additional partners as needed to address the identified needs of the target population.
 - Describe how the proposing organization will approach the target sectors and industries identified by the Lowcountry Area and South Coast Region and how participants will be encouraged to move toward skills leading to demand occupations within these industries.
 - Include a detailed description of each and every required WIOA Adult-Dislocated Worker service and WIOA Youth element will be made available and how they will be delivered.
 - Include a description of how the Proposer will ensure all Support Service payments are in compliance with WIOA Act and Regulations, and applicable State and Local policy.
 - Include a description of the checks and balances to ensure accurate, verified, and timely payments are made.
 - Include a description of how participants are determined eligible for support services.

- Include a description of how participants are determined to be in need of support services.
- Include a description of the proposed support services.
- Include a description of documentation that will be maintained.
- Include a description of proposed time frame from delivery of supporting documentation to participant receipt of payment.
- Proposers must describe their payment system in detail.
 - ✓ Timely payment of Participant payments is of paramount concern. Include how accuracy and timeliness of payments will be monitored.
- Describe how your organization will manage the provision of WIOA funded Training Services. Include specifics:
 - Regarding determining individual customer Need and Eligibility for training.
 - Assisting the customer in selecting an appropriate occupational sector.
 - Assisting the customer in identifying the Training Provider.
 - Developing a comprehensive Plan (IEP/ISS) to include the training services.
 - The Individual Training Account (ITA) process and management.
 - Monitoring of the ITA process.
 - How the Proposer will document a participant's time and attendance throughout the period the participant is receiving training.
 - Other details about how the proposer will engage the customer to be successful with the educational component.
 - The transition from training to employment.
- Describe the proposed Work Based Learning preparation process.
 - Describe how the proposing organization will ensure that Adult and Dislocated Worker and Youth participants have the necessary employment skills ("soft skills") to complete interviews and secure and retain employment.
 - Describe how the proposing organization will work with the Lowcountry Business Services Lead with employment placement strategies and On-the-Job Training (OJT) recruitment.
 - Efficient identification and referral to LCOG Business Service staff of those customers who are Work Ready and would benefit from paid On the Job Training (OJT)
 - Describe the Youth Work Based Learning (WBL) process from identification of appropriate individuals, preparation for WBL, identification of appropriate work sites, the contract, the monitoring process, the payment process, and completion/close-out.
 - Include how this will be set forth in the participant's Plan.
 - Describe available wrap around services and how they will be coordinated
 - Describe what happens when
 - ✓ OJT is not successfully completed
 - ✓ OJT is successfully completed
 - ✓ WBL is not successfully completed
 - ✓ WBL is successfully completed
 - Additional details that demonstrate your ability to successfully offer Preparation and Referral to on the job training and/or Work Based Learning.
 - Follow-up services must be provided as appropriate for customers who are placed in employment, or for youth, placed in education or employment as described in the WIOA Act and Regulations. Further, these follow up services must be tracked and entered in the State's MIS system (currently SCWOS).
 - Described the exit preparation process
 - Describe the participant follow-up process
 - Described how follow up will be tracked and reported
- Include a detailed description of any additional services that will be offered for each program.

8. Describe your organization's **File Maintenance** process to ensure that participant information is kept in a secure environment.
 - Include scanning requirements.
 - What and when to scan and what not to scan.
 - Describe the monitoring process to ensure proper file maintenance.
 - Describe how Confidential Information and Personally Identifiable Information (PII) will be maintained and safeguarded.

9. Describe the proposed **Data Entry** process, including deadlines, for:
 - Services
 - Case Notes
 - Scanning
 - Financial Transactions
 - This includes a description of how the Proposer will ensure timely receipt of financial payments to participants, employers, vendors.
 - 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 Geographic Solutions Virtual One Stop systems.
 - Describe the monitoring process to ensure timely and accurate data entry.
 - Describe the proposed data entry training for staff (both onboarding and continuous).
 - If the Proposer will require additional data entry into additional non-SCWOS tracking systems, please describe the process and why it is necessary to duplicate data entry.

10. Describe the proposed **Reporting Process**.
 - Describe any reports, including frequency and time period covered, and distribution lists.
 - Describe how the information in these reports will be applied.
 - Describe how these reports will be monitored for accuracy and validity.

11. **Strategies**
 - Describe strategies that will ensure services are in alignment with current local and regional Plans, Career Pathways, and labor market demands. Relate the above Proposer's processes to the "demand-driven" service delivery model adopted and advocated by the LWB, 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.
 - Describe how the Proposer will serve large numbers of varying individuals. If applicable, include past successes and how the success was measured. Include specifics regarding measures used to claim success. 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

- High School Dropouts
- Low-skilled job seekers
- Highly skilled job seekers
- Veterans
- Persons with disabilities
- Youth, specifically out-of-school or disconnected youth.
- 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.
- 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.
- 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. LCOG staff serves as Business Service Lead. The successful Proposer must collaborate and coordinate activities to ensure non-duplication and effective employer services. Describe how the Proposer will actively participate on the Business Service Team and in Employer Services.
- 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. The narrative must align with the timeline benchmark provided in the Executive Summary above.
- Describe strategies that will ensure DOL Performance measures are met.
The Proposer shall include performance outcomes that will be achieved consistent with federal performance standards and the performance expectations of the local board. The response to this RFP must indicate how the combination of services proposed will achieve performance standards.
- Describe the strategies related to Expenditures.
 - Describe how the Proposer will ensure Expenditure Rate requirements are met for each program.
 - Describe how the Proposer will ensure the Adult-Dislocated Worker Participant Cost Rate is met.
 - Describe how the Proposer will ensure Youth Work Based Learning Expenditure requirements met.
 - Describe any transfer that is expected between the Adult and Dislocated Worker funds.

D. FORMS REQUIRED OF PROPOSER

INSTRUCTIONS:

For all forms, the solicitation number is WIOA 2018-01 ADY-OSO. “Grant #” should indicate the project (One Stop Operator, Adult, Dislocated Worker, or Youth). “Mod #” should be left blank. Grantee or Agency should indicate the name of the Proposer; all information must appear on each form. All Signatures must be written in blue or blue-black ink. **All applicable budget forms** must state the project start and end dates and contain the total projected costs for the duration of the proposed project.

SPECIAL INSTRUCTIONS: One complete set of Budget forms (Summary, Salary Detail, Operating Expenses, Participant Costs, Sub-Tier) must be submitted for each of the proposed project funds: One Stop Operator, Adult, Dislocated Worker and Youth. The Project Title must be included on each page.

Required Forms to be completed, including signatures and dates and submitted with the Response Package (in order).

- **RFP Cover-page** (pages 1 and 2)
- **Organizational Information and Certifications**
- **Local Preference**
- **Historical Performance Data**
- **Schedule A – Consolidated Assignment Schedule Form** - *Complete this form only if the applicant agency is assigning some of the grant funds to one or more sub-tier agencies.* An authorized representative from each sub-tier agency must sign the Schedule. If it is not possible to circulate a single form among the sub-grantees, copies may be made and sent to the sub-tier agencies individually. The purpose of the form is to assure the LWB that participating agencies are aware of the monetary commitment that will be made to support the work they have agreed to do.
- **Assurances**
- **Debarment and Suspension Certification** This is a federal form. Grant applicants must attest to the fact that they are neither in default of any federal loans (including student loans) nor the subject of any disqualifications regarding submitting applications for federal grants or contracts (i.e., prohibition of funding due to fraud in a research program). Award recipients must make sure that all agents listed on Schedule A are also in compliance. (primary covered transactions to be signed by Proposer; lower tier covered transactions to be signed by sub-grantees)
- **Lobbying Certification**
- **Certification of a Drug-Free Workplace** (primary covered transactions to be signed by Proposer; lower tier covered transactions to be signed by sub-grantees)
- **Certification of Legal Authority of Grantee and Signatory**
- **Request for Funds Signatory Authorization**
- **W-9**, (available online at www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3)
- **If Applicable: Nonresident Taxpayer Registration Affidavit – Income Tax Withholding**, Form I-312, as applicable, (available online at <https://dor.sc.gov/forms-site/Forms/I312.pdf>)
- **Budget Package**

Complete a separate Budget Package in their entirety for each Program and Project (One Stop Operator, Adult, Dislocated Worker, and Youth). If no amount is indicated, please record \$0.

 - Budget Package -“Grant #” should indicate the Project and Funding, “Mod #” should be left blank, Proposer’s name goes on the Agency/Grantee lines.
 - **Summary:** The Budget Summary is a summary of allowable cost objectives by line item. Each of the following worksheets is summarized on this worksheet to establish a project total. For each

application, all projected costs for which reimbursement is sought should appear in summary by category on this form. If indirect costs are requested, they should be listed for administrative and program costs, respectively, under “I. Administration, 1. Salaries” and “II. Program, 1. Salaries”.

- ✓ If any narrative is needed about any of the budget, including a description of cost effectiveness or analysis, in addition to the indirect costs or profit line items, please do so and reference line item and program in the narrative. If additional written documentation is necessary concerning any budget line item, please attach to the Budget Summary document.
 - **Salary Detail:** The Staff Salaries, Fringe Benefit and Indirect Cost Worksheet present a detailed cost of individual allowable costs by line item. This sheet details the number of staff positions by job title or staff member, associated fringe benefits and indirect cost/administrative fee for the project. This form will contain the salary and fringe benefit details that are summarized in “I. Administration, 1. Salaries” and “II. Program, 1. Salaries” of the Budget Summary. Administrative and program staff costs must be listed separately. Indirect costs (IDC) may be claimed only if allowed under the Terms and Conditions of this solicitation. The method of calculating IDC should be explained in the budget narrative.
 - **Operating Expenses:** Details, by line item, any overhead and/or materials costs to run the day-to-day operations of the project. This budget page should list all programmatic and administrative costs except for participant costs. Equipment will be funded only in rare cases. The values for administrative and program costs, respectively, will appear on the Budget Summary page under “I. Administration, 2. Operating Expenses” and “II. Program, 2. Operating Expenses.”
 - **Participant Costs:** The values from this budget page will appear on the Budget Summary page under “II. Program, 3. Participant Costs”.
 - **Sub-tier Agreements –** Applicants that collaborate with other agencies must disclose the services provided, and the dollar amounts that will be assigned to administration and direct services for each sub-grantee. The collaborating agencies and the assigned funds totals must agree with those listed on Schedule A. The sub-tier values for administrative and program costs, respectively, will appear under on the Budget Summary under “I. Administration, 3. Sub-Tier Administration” and “II. Program, 5. Sub-tier Program.”
- **Optional:** Other material (letters of support, agreements, contracts, policies, sample process, curriculum, exercises, etc.) or information may be included, but should not be elaborate and must be included in electronic copy submission (.pdf). No material submitted as part of any proposal will be returned.

ORGANIZATIONAL INFORMATION AND CERTIFICATIONS

RFP: 2018-01 – WIOA Title I Adult, Dislocated Worker, Youth Services and One Stop Operator
Area: Lowcountry

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.

Conflict of Interest. In accordance with the requirements at 2 CFR part 200.112 sub recipients must disclose in writing any potential conflict of interest. **Any potential conflict of interest must be identified in the response to this RFP.** 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 LWB may withhold award. Before withholding award on these grounds, the Proposer shall be notified of the concerns and provided a reasonable opportunity to respond.

DUNS number. Sub recipient name must match DUNS number (see 2 CFR §200.32 Data Universal Numbering System (DUNS number).

Name of Organization: _____
DUNS Number _____
SC Employer ID Number _____
Website _____

1. Type of Proposal: ___ Cost Reimbursement ___ Fixed Price – Performance Based

2. Type of Agency:
() Governmental () School District () Accredited Training Institution
() Private/Non-Profit () Private/For-Profit () Public/Non-Profit

3. 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): _____

4. The Proposer 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 WIOA funded contract, 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 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. it does not have a Conflict of Interest; and
 Without Exception With Exception

- l. it has had no prior WIOA funded contract 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.

	WIOA Adult- Dislocated Worker	WIOA Youth	WIA Adult- Dislocated Worker	WIA Youth	One Stop Operator	Other Employment & Training (Describe)
Name of Awarding Organization						
Point of Contact of Awarding Organization						
Contract Amount						
Number Served (Actual)						
Program Year(s)						
Placement/Entered Employment WIOA-Q2 or WIA-Q1						
WIOA Placement/Entered Employment Q4						
WIA Retention Rate						
WIA Average Earnings						
WIOA Median Earnings Q2						
WIA Attainment of Degree or Certificate or WIOA Credential Attainment Rate						
WIOA Measureable Skills Gain or WIA Youth Literacy Numeracy						
Other Performance (Describe):						
Other Performance (Describe):						
Other Performance (Describe):						

NOTE: Experience listed above must be described in detail in the Narrative.

**WORKFORCE DEVELOPMENT GRANT PROGRAM
SCHEDULE A
(Consolidated Assignment Schedule)**

This schedule is to be completed if the applicant agency administers a grant project using funds assigned to more than one agency.

Name of agency operating and administering the project:		
Title of project:		
Name of Participating Agency	Amount of Assigned Funds*	Signature of Authorized Representative
TOTAL of Assigned Funds		

* The amounts in this column must agree with the sum of the corresponding subtotals listed in the Sub-Tier categories on the Budget Summary page.

ASSURANCES (Page 1 of 2)

As the duly authorized representative of _____, I certify that we

- A. Have the legal authority to apply for state assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- B. Will give the Lowcountry Workforce Area (LWA) and applicable State and Federal agencies access to and the right to examine all records, books, papers, or documents related to this award and will establish a proper accounting system in accordance with generally accepted accounting principles or agency directives.
 - The applicant's accounting system must include sufficient internal controls, a clear audit trail, and written cost-allocation procedures as necessary. Financial management systems must be capable of distinguishing expenditures that are attributable to this grant from those that are not attributable to this grant. This system must be able to identify costs by programmatic year and by budget line item and to differentiate among direct, indirect, and administrative costs. In addition, the grantee must maintain adequate supporting documents for the expenditures (federal and nonfederal) and in-kind contributions, if any, that it makes under this grant. Costs must be shown in books or records (e.g., disbursements ledger, journal, payroll register) and must be supported by a source document such as a receipt, travel voucher, invoice, bill, or in-kind voucher.
- C. Will approve all expenditures, document receipt of goods and services, and record payments on the applicant's accounting records prior to submission of reimbursement claims to the LWA for costs related to this grant.
- D. Will initiate and complete work within the applicable time frame after receipt of approval by the LWA.
- E. Will not discriminate against any individual from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief. It is also unlawful to discriminate against any beneficiary of programs receiving money under Title I of the WIOA on the basis of citizenship/status as a lawfully admitted immigrant authorized to work in the United States or his or her participation in any program or activity receiving money from WIOA Title I. The grantee will take affirmative action to ensure that applicants for employment and the employees are treated during the period of their employment without regard to their race, color, religion, age, sex, national origin, or disability, political affiliation or belief or on the basis of citizenship/status as a lawfully admitted immigrant authorized to work in the United States.
- F. Will comply with the Ethics, Government Accountability, and Campaign Reform Act (S.C. Code Ann. § 2-17-10 et seq. and § 8-13-100 et seq. (Supp. 2004)).
- G. Will comply with the Drug Free Workplace Act (S.C. Code Ann. § 44-107-10 et seq. (Supp. 2004)) if the amount of this award is \$50,000 or more.
- H. 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 LWB. 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, revised, amended or promulgated during the term of this agreement, to include but not limited to the Workforce Innovation & Opportunity Act and Final Regulations, 2 CFR 200 and 2900 and Appendix.

ASSURANCES (Page 1 of 2)

- I. 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 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; 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.
- J. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and Local Government employees.
- K. For grants, sub grants, 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 LWB, 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.
- L. The Proposer also certifies that all information contained herein, in this funding application is correct to the best of his/her knowledge and belief.

Proposer Organization

Name of Certifying Official

Signature

Title of Certifying Official

Date

**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, 29 CFR Part 98, Section 510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles 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.

Grant Number: _____ **Name of Participant:** _____
Address of Participant: _____

Name and Title of Authorized Representative	Signature	Date
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1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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.
5. The prospective lower tier participant 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 department or agency with which this transaction originated.
6. The prospective lower tier participant 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, 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 check the Nonprocurement List.
8. 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.
9. 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 department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans,
And Cooperative Agreements

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 their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person(s) 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person(s) 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, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Proposer Organization

Name of Certifying Official

Signature

Title of Certifying Official

Date

* Note: In these instances "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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 that it will provide a drug-free workplace by:

- (a) 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;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Proposer’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;
- (c) Providing each employee with a copy of the Proposer’s policy statement;
- (d) 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;
- (e) Notifying the Lowcountry Council of Governments within ten (10) days of the Proposer’s receipt of a notice of a conviction of any employee;
- (f) Taking one of the following actions, within 30 days of receiving notice of an employee conviction —
 - (1) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute; up to and including termination; 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).

Typed Name and Title of Certification Official

Organization Name

Signature

Date

CERTIFICATION FOR LEGAL AUTHORITY OF GRANTEE AND SIGNATORY

I, _____, do solemnly swear and certify that I, being the
(typed Name of Certifying Official)

_____ for _____ have both official and
(Title of Certifying Official) (Grantee Name)

personal knowledge that the above referenced Grantee has the legal authority to enter into this agreement and has the legal authority to sign and execute such an agreement

on behalf of _____ if such as agreement is executed.
(Grantee Name)

I, _____, agree to submit, upon request of the Lowcountry
(Typed Name of Signatory Official)

Council of Governments (Administrative Entity/FISCAL AGENT), such information and documentation as may be necessary to verify the certification contained herein.

Signature of Signatory Authority

Signature of Certifying Official

Date

**LOWCOUNTRY COUNCIL OF GOVERNMENTS
REQUEST FOR FUNDS SIGNATORY AUTHORIZATION FORM**

GRANTEE NAME: _____

ADDRESS: _____

NAME & TITLE (Typed):

SIGNATURE:

The individuals whose signatures appear above are authorized to request funds for the Grantee listed above during the current Program Year.

Approved: _____
(Signatory Official)

(Date)

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
GRANT BUDGET**

BUDGET SUMMARY - ____/____/____ to ____/____/____

GRANTEE:

GRANT #:

Project Title:

Mod #:

I. ADMINISTRATION:

1. Salaries, Fringe Benefits and Indirect Cost

2. Operating Expenses

3. Sub-Tier Administration

4. Other (Specify)

5. Sub-Total

II. PROGRAM:

1. Salaries, Fringe Benefits and Indirect Cost

2. Operating Expenses

3. Participant Costs

4. Sub-Tier Program

5. Other (Specify)

7. Sub-Total

III. TOTAL GRANT COST (I + II)

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
GRANT BUDGET - PARTICIPANT COST DETAIL**

____/____/____ to ____/____/____

Agency _____
 Grant # _____
 Mod. # _____

		Cost per participant	Number of Participants	TOTAL PROGRAM COST
1.	Basic Skill Upgrade and GED Preparation			
2.	Assessments (SPECIFY)			
3.	Pre-vocational (SPECIFY)			
4.	Incentives (SPECIFY)			
5.	Tuition			
6.	Transportation Assistance			
7.	Childcare Assistance			
8.	Legal Aid Services			
9.	Medical Assistance			
10.	Training or work related clothing, equipment			
11.	Education Support			
12.	Other support service (SPECIFY)			
13.	Lodging			
14.	Other Participant Cost Service (SPECIFY)			
	TOTAL PARTICIPANT COSTS			

PART VI: TERMS AND CONDITIONS

A. SC Materials Management Provisions

DEFINITIONS (JAN 2006) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the Lowcountry Council of Governments Lowcountry Workforce Board or its successor

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Proposers are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the Proposal or proposal submitted in response this solicitation. The terms Proposal and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Proposer is used interchangeably with the term Offeror. See Proposal provisions entitled Signing Your Offer and Proposal/Proposal As Offer To Contract.

ORDERING ENTITY Using Governmental Unit that has submitted a Purchase Order.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page names a Statewide Term Contract as the Using Governmental Unit, the Solicitation seeks to establish a Term Contract [11-35-310(35)] open for use by all South Carolina Public Procurement Units [11-35-4610(5)].

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract. [02-2A003-1]

ACQUIRE SERVICES (JAN 2006) the purpose of this solicitation is to acquire services complying with the enclosed description and/or specifications and conditions. [01-1010-1]

ASSIGNMENT (JAN 2006)

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer. [07-7A004-1]

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Proposers should monitor the following web site for the issuance of Amendments: <http://www.Lowcountrycog.org>. (b) Proposers shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a Proposal that indicates in some way that the Proposer received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

AWARD CRITERIA -- PROPOSALS (JAN 2006)

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

AWARD NOTIFICATION (NOV 2007)

Notice regarding any award or cancellation of award will be posted at the location specified on the Cover Page. If the contract resulting from this Solicitation has a total or potential value of fifty thousand dollars or more, such notice will be sent to all Proposers responding to the Solicitation. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Proposers responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-1]

BANKRUPTCY (JAN 2006)

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all

State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-1]

PROPOSAL/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)

By submitting Your Proposal or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint Proposals" are not allowed. [02-2A015-1]

PROPOSAL ACCEPTANCE PERIOD (JAN 2004)

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

PROPOSAL IN ENGLISH and DOLLARS (JAN 2004)

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008) GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(a) By submitting an offer, the offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Proposal opening (in the case of a sealed Proposal solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this Proposal or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
- (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this Proposal or proposal];
- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

- (i) Offeror and/or any of its Principals-
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) 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 paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default. [02-2A035-1]

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

(a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;

(b) method of shipment or packing;

(c) place of delivery;

(d) description of services to be performed;

(e) time of performance (i.e., hours of the day, days of the week, etc.); or,

(f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract. [07-7B025-1]

CHOICE-OF-LAW (JAN 2006)

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CLARIFICATION (NOV 2007)

Pursuant to Section 11-35-1520(8), the Procurement Officer may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Such communications may be conducted only with Proposers who have submitted an offer which obviously conforms in all material aspects to the solicitation.

Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation. [Section 11-35-1520(8); R.19-445.2080] [02-2B055-1]

CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.net/code/statmast.htm>. The South Carolina Regulations are available at: <http://www.scstatehouse.net/coderegs/statmast.htm> [02-2A040-1]

COMPETITION FROM PUBLIC ENTITIES (JAN 2006)

If a South Carolina governmental entity submits an offer, the Procurement Officer will, when determining the lowest offer, add to the price provided in any offers submitted by non-governmental entities a percentage equivalent to any applicable sales or use tax. S.C. Code Ann. Regs 117-304.1 (Supp. 2004). [06-6057-1]

COMPLETION OF FORMS/CORRECTION OF ERRORS (JAN 2006)

All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the Proposal. Do not modify the solicitation document itself (including Proposal schedule). (Applicable only to offers submitted on paper.) [02-2A045-1]

COMPLIANCE WITH LAWS (JAN 2006)

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTENTS OF OFFER

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content.
- (c) Each copy of your offer should be bound in a single volume where practical. All documentation submitted with your offer should be bound in that single volume.
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (JAN 2006)

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [e.g., 11-35-1520(8) or 11-35-1530(6)], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the state's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the State or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-1]

CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

CONTRACTOR PERSONNEL (JAN 2006)

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies mail room which services that purchasing office prior to the Proposal opening. [R.19-445.2070(H)] [02-2A050-1]

DEFAULT (JAN 2006)

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs,

fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract. [07-7B075-1]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, Proposers awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISCUSSIONS and NEGOTIATIONS (NOV 2007)

Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the State may elect to consider only your unrevised initial proposal. [11-35-1530(6); R.19-445.2095(1)] The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [02-2B060-1]

DISPUTES (JAN 2006)

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or the appropriate federal court for the Lowcountry region.

Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

(2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (JAN 2006)

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Proposers are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk.

Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. [02-2A070-1]

EQUAL OPPORTUNITY (JAN 2006)

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated

by reference. [07-7A030-1]

ETHICS CERTIFICATE (MAY 2008)

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

FALSE CLAIMS (JAN 2006)

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1] **FIXED PRICING REQUIRED (JAN 2006)**

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

ILLEGAL IMMIGRATION (NOV. 2008)

(An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

LICENSES AND PERMITS (JAN 2006)

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

NON-INDEMNIFICATION (JAN 2006)

Any term or condition is void to the extent it requires the State to indemnify anyone. [07-7A045-1]

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract. The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked. Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions. For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: www.sctax.org. This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding

questions should be directed to the Withholding Section at 803-896-1420. PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT:www.sctax.org/Forms+and+Instructions/withholding/default.htm [09-9005-1]

NOTICE (JAN 2006)

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OMIT TAXES FROM PRICE (JAN 2004)

Do not include any sales or use taxes in your price that the State may be required to pay. [02-2A080-1]

OPENING PROPOSALS -- PRICES NOT DIVULGED (JAN 2006)

In competitive sealed proposals, prices will not be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(c) (1)] [02-2B110-1]

PAYMENT (JAN 2006)

(a) The Using Governmental Unit shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless the purchase order specifies another method of payment, payment will be made by check. (c) Payment and interest shall be made in accordance with S.C. Code Section 11-35-45. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable [07-7A055-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) by unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PROTESTS

Any prospective Proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen days of the date of issuance of the applicable solicitation document at issue. Any actual Proposer, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten days of the date notification of award is posted in accordance with this code. A protest shall be in writing, shall set forth the grounds

of the protest and the relief requested with enough particularity to give notice of the issues to be decided, and must be received by the appropriate Director within the time provided.

PUBLICITY (JAN 2006)

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006)

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

PUBLIC OPENING (JAN 2004)

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUALIFICATION OF OFFEROR (JAN 2006)

To be eligible for award of a contract, a prospective contractor must be responsible. In evaluating an Offeror's responsibility, the State Standards of Responsibility [R.19-445.2125] and information from any other source may be considered. An Offeror must, upon request of the State, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award. S.C. Code Section 11-35-1810. [05-5005-1]

QUESTIONS FROM PROPOSERS (JAN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions must be received by the Procurement Officer no later than five (5) days prior to opening unless otherwise stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective Proposers as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Proposers. (b) The State seeks to permit maximum practicable competition. Proposers are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [02-2A095-1]

REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RELATIONSHIP OF THE PARTIES (JAN 2006)

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

RESPONSIVENESS/IMPROPER OFFERS (JAN 2004)

(a) Proposal as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Proposers may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Proposals, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Proposers will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices Proposal are materially unbalanced between line items or subline items. A Proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Proposal will result in the lowest overall cost to the State even though it may be the low evaluated Proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment. [02-2A105-1]

RESTRICTIONS APPLICABLE TO PROPOSERS (JAN 2004)

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.* All communications must be solely with the Procurement Officer.

This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, *you agree not to give anything to any Using Governmental Unit or its employees, agents or officials prior to award.* [02-2A110-1]

SETOFF (JAN 2006)

The state shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the state with regard to this contract, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the state for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. [07-7A070-1]

SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

(d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004)

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of Proposals by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule Proposal opening.

SUBCONTRACTOR -- IDENTIFICATION (JAN 2006)

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work which they are to perform. Identify potential subcontractors by providing the business name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the state may evaluate your proposed subcontractors. [05-5030-1]

SUBMITTING CONFIDENTIAL INFORMATION (AUG 2002)

(An overview is available at www.procurement.sc.gov) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act.

For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (Proposal, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-1]

SUBMITTING REDACTED OFFERS (FEB 2007)

You are required to mark the original copy of your offer to identify any information that is exempt from public disclosure. You must do so in accordance with the clause entitled "Submitting Confidential Information." In addition, you must also submit one complete copy of your offer from which you have removed any information that you marked as exempt, i.e., a redacted copy. The information redacted should mirror in every detail the information marked as exempt from public disclosure. The redacted copy should (i) reflect

the same pagination as the original, (ii) show the empty space from which information was redacted

SUBMITTING YOUR OFFER OR MODIFICATION (JAN 2004)

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages - (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the Proposer. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Proposers using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. [02-2A130-1]

SURVIVAL OF OBLIGATIONS (JAN 2006)

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006)

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TAXPAYER IDENTIFICATION NUMBER (JAN 2004)

(a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government. [02-2A140-1]

TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

TERMINATION FOR CONVENIENCE (JAN 2006)

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing

material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this

Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the state's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.[07-7B265-1]

THIRD PARTY BENEFICIARY (JAN 2006)

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

VENDOR REGISTRATION

To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>)

WAIVER (JAN 2006)

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A Proposal may be withdrawn in person by a Proposer or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the Proposal. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

B. WORKFORCE INVESTMENT ACT TERMS AND CONDITIONS (Revised June 16, 2010)
Uniform Guidance should be followed and replaces references to the other OMB circulars.
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**
- 3.1 **DEFINITIONS**
- 3.2 **LEGAL AUTHORITY**
- 3.2.1 Business Licensing/Taxation/Insurance Requirements
- 3.3 **AWARDING ENTITY**
- 3.3.1 Oversight Responsibilities
- 3.3.2 Funding Obligations
- 3.4 **RECIPIENTS/SUBRECIPIENTS/SUBGRANTEES**
- 3.4.1 Assurances of Compliance
- 3.4.2 Time of Performance
- 3.4.3 Satisfactory Performance
- 3.5 **RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM AND RESPONSIBILITIES**
- 3.5.1 Method of Payment
- 3.5.2 Repayment and Adjustments in Payments
- 3.5.3 Closeouts
- 3.5.4 Cash Depositories
- 3.5.5 Program Income
- 3.5.6 Indirect Costs
- 3.5.7 Bonding Requirements for Advance Payments
- 3.5.8 Legal Fees
- 3.5.9 Assignment of Interest
- 3.5.10 Meetings, Conferences and Travel Payments
- 3.5.11 Prevention of Fraud and Abuse
- 3.6 **PARTICIPANT DATA SYSTEM**
- 3.6.1 Participant Information
- 3.6.2 Recipient/Subrecipient/Subgrantee Responsibilities
- 3.7 **PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS**
- 3.7.1 Payments to Participants
- 3.7.2 Benefits and Working Conditions
- 3.7.3 Supportive Services
- 3.7.4 Retirement Programs
- 3.7.5 Child Labor
- 3.8 **REQUIREMENTS FOR RECORDS**
- 3.8.1 Substitution of Microfilm
- 3.8.2 Right of Access to Records
- 3.8.3 Fees
- 3.9 **PROCUREMENT**
- 3.9.1 Methods of Procurement
- 3.9.2 Selection of Service Providers
- 3.9.3 Conflict of Interest
- 3.9.4 Nepotism
- 3.9.5 Conducting Business Involving Close Personal Friends and Associates
- 3.9.6 Property Management Standards
- 3.10 **CHANGES AND MODIFICATIONS**
- 3.10.1 Amendments
- 3.10.2 Modifications
- 3.11 **SUBCONTRACTING AND MONITORING**
- 3.11.1 Sub-tier Agreements
- 3.11.2 Monitoring
- 3.12 **TERMINATION PROVISIONS**
- 3.12.1 Termination for Convenience
- 3.12.2 Termination for Cause

- 3.13 **AUDITS**
- 3.13.1 Audits and Inspections
- 3.13.2 Audit Reports
- 3.14 **GENERAL ASSURANCES**
- 3.14.1 Equal Opportunity
- 3.14.2 Veterans Employment
- 3.14.3 Relocation
- 3.14.4 Disputes and Court Action
- 3.14.5 Grievance and Hearing Procedures for Non-criminal
 Complaints at the Local Workforce Investment Area
- 3.14.6 Complaints of Discrimination
- 3.14.7 Complaints & Reports of Criminal Fraud, Waste & Abuse
- 3.14.8 Non-WIA Remedies
- 3.15 **OTHER STIPULATIONS**
- 3.15.1 Other Stipulations Governing this Agreement
- 3.15.2 Hold Harmless
- 3.15.3 Non-Federal Employees
- 3.15.4 Criminal Provisions
- 3.15.5 Sectarian Activities
- 3.15.6 Unionization and Political Activity
- 3.15.7 Maintenance of Effort
- 3.15.8 Lobbying
- 3.15.9 Suspension and Debarment
- 3.15.10 Drug Free Workplace Requirements

3.0

STATEMENT OF PURPOSE

The purpose of this Act is to provide workforce investment activities, through statewide and local workforce investment 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 Investment Act of 1998

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 Investment Plan for the State of South Carolina or the entity designated by the Local Workforce Investment Board to administer the WIA programs.

Agreement – A grant agreement, which includes the WIA Terms and Conditions, 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 WIA funds directly from the federal government.

Local Workforce Investment Areas (LWIA) – The county or counties designated by the Governor to administer the Workforce Investment 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 WIA participants.

Vendor – An entity responsible for providing generally required goods or services to be used in the WIA 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 WIA 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 WIA title I.

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

- (a) which increases the usefulness, productivity, or serviceable life of an existing building, structure or major item of equipment;
- (b) which is classified for accounting purposes as a "fixed asset"; and
- (c) 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:

- (a) 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.
- (b) 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.
- (c) The Awarding Entity's funding obligations under this Agreement are contingent upon receipt of funds from the USDOL/State Workforce Investment 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 Investment Act of 1998, 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.

3.4.1.3.1

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:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
3. OMB Circular A-87 (applies to state and local governments and federally recognized Indian tribal governments);
4. OMB Circular A-21 (applies to public and private institutions of higher education);
5. OMB Circular A-122 (applies to nonprofit organizations including nonreservation Indian organizations but not to educational institutions and hospitals);
6. 48 CFR Part 31 (applies to commercial organizations);
7. 29 CFR Part 95 which codifies OMB A-122;
8. 29 CFR Part 97 which codifies OMB A-87;
9. "Jobs for Veterans Act," Public Law 107-288 and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
10. Section 504 of the Rehabilitation Act of 1973, as amended;
11. Section 508 of the Rehabilitation Act of 1973, as amended;
12. Age Discrimination Act of 1975, as amended;
13. Title IX of the Education Amendments of 1972, as amended;
14. Section 167 of the Job Training Partnership Act, as amended;
15. Section 188 of the Workforce Investment Act of 1998;
16. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
17. Title VI of the Civil Rights Act of 1964, as amended;

18. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
19. Equal Pay Act of 1963, as amended;
20. 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA);
21. 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;
22. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
23. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
24. 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 AND 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-WIA 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 **sixty (60) 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 **sixty (60) 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**
- 3.5.4.1.1 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**
- 3.5.5.1.1 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 WIA grant funds;
 - interest income earned from funds received during a grant award.
- 3.5.5.2 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 WIA 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 WIA 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 WIA grant under which it was earned and such income is used for WIA 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 WIA 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.
- 3.5.7.2.1 The amount of coverage shall be the lower of the following:
- (1) \$100,000; or
 - (2) 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:
- (a) The recipient/subrecipient/subgrantee shall be named as the insured.
 - (b) 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.
 - (c) The Bond evidencing such coverage as required under WIA 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:
- (a) the payments are reasonable in relation to the fees charged by other recipients/subrecipients/subgrantees providing similar services; and
- (b) 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 WIA 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.
- 3.5.10.3 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 WIA 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 WIA 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**
- 3.5.11.1.1.1 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) a record of each applicant for whom an application has been completed and a formal determination of eligibility or ineligibility made;
- (b) 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
- (c) 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 WIA 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:

- (a) preparation and submission of all necessary forms and reports required by the Awarding Entity within the time specified by the Awarding Entity;
- (b) eligibility determination and certification of applicant eligibility, as applicable;
- (c) tracking and ensuring participants' maximum in program activities, program duration and other constraints imposed by the Act;
- (d) submission of such other reports, data and information on the operation and performance of this Agreement as may be required by the Awarding Entity;
- (e) 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:

- (1) the applicable level of unemployment compensation;
- (2) the applicable level of trade adjustment assistance; or
- (3) 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 WIA.
- 3.7.4 **Retirement Programs**
The Act provides for temporary training and employment; therefore, the inclusion of WIA 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 WIA 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 WIA-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:
- (a) **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.
 - (b) **Sealed Proposals (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 Proposer whose Proposal, conforming with all the material terms and conditions of the Invitation for Proposals, is the lowest in price. Proposals shall be solicited from three or more responsible Proposers. If Proposals 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.
 - (c) **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 offeror 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 Proposals.
 - (d) **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 Proposals, 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 Proposals 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.
- 3.9.1.5.1 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 WIA Regulations.
- 3.9.1.7 Each recipient/subrecipient/subgrantee shall maintain records sufficient to detail the significant history of procurement. These records shall include:
- (1) rationale for the method of procurement;
 - (2) the selection of contract type; and
 - (3) 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 WIA 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 Investment Act of 1998.
- 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.
- 3.9.6.4.1 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 WIA 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 WIA 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 WIA 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 WIA 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 WIA 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 WIA 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:

- (a) the transfer will not increase the monetary obligations of the Awarding Entity;
- (b) the transfer will not increase the total amount allocated to any single cost category in the budget;
- (c) 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;
- (d) 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.

3.11.1.3.1 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.

3.11.1.3.2 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:

- (a) settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and
- (b) 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 **ten (10) working 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 **thirty (30) 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 Investment Board (Lowcountry) within **thirty (30) calendar days**.

- When the recipient/subrecipient/subgrantee has failed to submit his appeal within **thirty (30) 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 Investment Board. The same time parameters and conditions apply as those for the Lowcountry.

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:

- (a) 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
- (b) 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:

- (a) all unliquidated advance or other payments on account made to the recipient/subrecipient/subgrantee applicable to the terminated portion of this Agreements;
- (b) any claim which the Awarding Entity may have against the recipient/subrecipient/subgrantee in connection with this Agreement; and
- (c) 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 **thirty (30) 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 WIA numbered bank account or any other account which contains WIA 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:

- (a) 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;
- (b) 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;

- (c) 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;
- (d) 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;
- (e) 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
- (f) 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 WIA.

3.13.1.3.1 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 WIA, 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 WIA, as amended, in admission or access to, opportunity or treatment in, or employment in the administration of or in connection with, any WIA-funded program or activity.

3.14.1.2.1 As a condition to the award of financial assistance from the Department of Labor Title I under WIA, the grant applicant assures, with respect to operation of this WIA-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 Investment Act of 1998 (WIA), 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 WIA 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.

3.14.1.2.2 The grant applicant also assures that it will comply with 29 CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of WIA and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I-financially

assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA 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 11246, 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 WIA 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 Investment Area (LWIA) (20 CFR 667.600)**

3.14.5.1 Each LWIA 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 LWIA 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 LWIA 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 LWIA 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 LWIA 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 WIA 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 LWIA and the State if necessary.
- 3.14.6 **Complaints of Discrimination**
- 3.14.7 **Complaints and Reports of Criminal Fraud, Waste and Abuse**
- Complaints of discrimination pursuant to Section 188 of the Act shall be handled under 29 CFR Part 37. 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-WIA 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 WIA, or a state or local law; that person, organization, or agency may, with respect to the non-WIA 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 WIA Regulations shall: (1) allow any person or organization to file a suit which alleges a violation of WIA 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 WIA 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 WIA 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 Investment 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 Investment 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 Investment 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 WIA, Paragraph 667.266 of WIA 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 WIA 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 WIA 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 WIA 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

WIA 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

WIA 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

(a) No funds under this Agreement shall be used in any way to either promote or oppose unionization.

(b) 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.

(c) 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.

(d) 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

(a) 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 WIA jobs, or selection of participants or service providers, based on political affiliation.

- (b) No program-under the Act may involve political activities, including but not limited to:
 - (1) 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 WIA program;
 - (2) participant or employee participation in partisan or non-partisan political activities during hours for which the participant or employee is paid with WIA funds;
 - (3) 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
 - (4) 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.
- (c) 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".
- (d) 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:

- (a) result in an increase in employment and training opportunities over those which would otherwise be available;
- (b) 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;
- (c) 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
- (d) 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 WIA 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.

3.15.10.1

Drug-Free Workplace Requirements

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

- (a) 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;
- (b) establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the recipient's/subrecipient's/subgrantee'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 Agreement 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 Agreement, the employee will:
 - (1) a Proposal by the terms of the statement; and
 - (2) 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.
- (e) 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;
- (f) 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:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; 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).

NOTES:

Uniform Guidance should be followed and replaces references to the other OMB circulars.

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**