

**Request for Proposals  
Proposal #2024-009**

**SANTEE-LYNCHES WORKFORCE DEVELOPMENT BOARD  
(Serving Clarendon, Kershaw, Lee, and Sumter Counties)**

**WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)  
TITLE I**

**PROGRAM YEAR 2024  
(July 1, 2024 - June 30, 2025)**

- Proposal Topic: Workforce Innovation & Opportunity Act Youth Programs and Activities for Out-of-School Youth
- Submit: One (1) original and five (5) copies of the Proposal (NOTE: The original must be marked or stamped “ORIGINAL.”)
- Due Date: **May 3, 2024 by 3:00pm**- (Eastern Standard Time)  
(All references to time in this RFP are the Santee-Lynches RCOG Telephone Clock)
- Proposers’  
Conference: **April 19, 2024 @ 3:00PM**  
**Via Zoom**  
(The Zoom link will be provided to interested parties)
- Mailing Address: Santee-Lynches Workforce Development Area  
c/o Santee-Lynches Regional Council of Governments  
**3219 Broad Street, Sumter, SC 29150**
- Mark Envelope: Outside of sealed proposal envelope must be marked:  
RFP # 2024-009 - Title I Out-Of-School Youth Services authorized under WIOA of 2014  
Due Date: **May 3, 2024**

**Deadline Enforced:**

Proposals or withdrawal requests, delivered after the time and date set for receipt of Proposals, are late and will NOT be accepted. Late Proposals will be void and returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer’s responsibility to ensure timely delivery of a Proposal.

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**Workforce Innovation & Opportunity Act of 2014:**

The Workforce Innovation and Opportunity Act (WIOA) authorizes appropriations for: (1) WIOA title I, workforce development systems for job training and employment services; and (2) WIOA title II, adult education and family literacy education programs, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA is designed to help job seekers access employment, education, training, and supportive services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

**Vision Statement:**

The Workforce Development Board (WDB) Youth Committee of the Santee-Lynches local area **envisions that all WIOA youth registrants will be capable of meeting the employment needs of regional businesses.**

**Mission Statement:**

The mission of the Santee Lynches Workforce Development Board (WDB) youth program is **to build a regional network that supports and trains our youth to prepare them for educational success, employment, and citizenship.**

To achieve this vision and mission, the Youth Committee is seeking proposals from agencies that are prepared to offer innovative and exciting programs designed to capture the interest and to change prior patterns of personal decision making of out-of-school youth.

## Key Events and Dates

Request for Proposal Released:	April 3, 2024
Deadline for Receipt of Written Questions prior to Proposer's Conference:	April 16, 2024
Proposer's Conference via Zoom Video Conferencing:	April 19, 2024
Deadline for Proposals:	May 3, 2024
Written Notification to Successful Proposer:	May 2024
Contracts Issued by:	June 30, 2024
Program Year 2024:	July 1, 2024

**Introduction, Purpose and Estimated Funding:**

The Santee-Lynches Workforce Development Area (SLWDA) is issuing this Request for Proposals (RFP) to interested and qualified applicants to provide Workforce Innovation and Opportunity Act (WIOA) Youth Programs for Out-Of-School Youth (OSY) participants ages 16-24.

The purpose of this RFP is to procure one (1) contractor to serve as the WIOA Title I Youth Provider (Out-of-School) in the four-county region. The Provider will:

- Assist eligible out-of-school youth (OSY) who are seeking assistance in achieving academic and employment success, with effective and comprehensive services and activities that include a variety of options for improving educational and skill competencies and provide an effective connection to educational institutions and employers, including small employers in in-demand industry sectors and occupations in the local and regional markets.
- Implement integrated strategies for career pathway approaches that support post-secondary education, training, and employment.
- Implement work-based training strategies and employment approaches to help participants develop essential skills that are best learned on the job.
- Implement progressive levels of education and training approaches that will help individuals with higher skill levels and experience earn marketable credentials.
- Provide continued support services to individuals who need them to participate and succeed in workforce investment and training activities.

The purpose of this request is to procure qualified service providers for one year with the option to extend the agreement for three additional one year periods based on need, performance, and funding availability. The initial period of performance is July 1, 2024 ending June 30, 2025. Respondents are invited to submit proposal(s) in accordance with the instructions in this RFP. This RFP provides potential Respondents with background information and describes the desired services, guidelines for proposals, and the Contractor selection process.

**Funding requirement:**

- Cash and/or in-kind matching resources to leverage the WIOA funds offered in this proposal will be favorably reviewed.

**By-county allocation:**

**This RFP is to fund proposals that provide year-round services to low income, out-of-school youth from Clarendon, Kershaw, Lee and Sumter Counties. Proposers must offer services in all four counties in the Santee-Lynches local workforce area.**

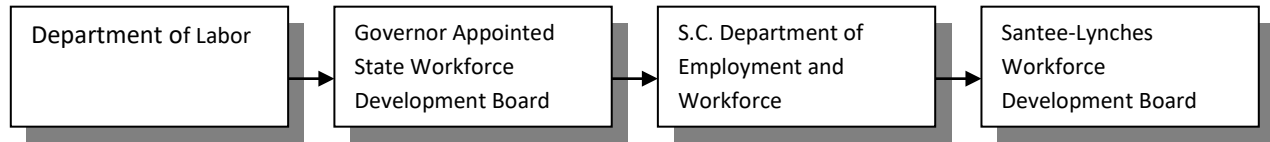
**WIOA Youth Funds for New Contracts**

Proposed WIOA Funding Allocation:

Youth Funding Allocation	\$400,000
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**NOTE: Funding levels for Program Year 2024 have not been designated at this time, but the assumption is that there will be comparative funding for Program Year 2024.**

**Funding Stream:**



## **Part I –General Information:**

### **Youth Activities under Title I of the Workforce Innovation & Opportunity Act**

WIOA provides resources for eligible youth ages 16-24 who are school dropouts in need of obtaining a High School Diploma or GED certificate or out-of-school youth who need upgrading in basic skills, occupational skills, gaining basic employment competencies, and finding and retaining employment. Per the US Department of Labor, Youth services focus shall be improved by placing a priority on out-of-school disconnected youth, high school dropout recovery and achievement of recognized postsecondary credentials. Career Pathways and work-based learning shall be promoted as leading approaches to be adopted on a wider scale”.

WIOA outlines a broader youth vision that supports an integrated service delivery system and provides a framework through which states and local areas can leverage other Federal, state, local and philanthropic resources to support out-of-school (OSY). WIOA affirms the Department’s commitment to providing high-quality services for all youth and young adults, beginning with career explorations and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, such as pre-apprenticeships or internships, and culminating with a good job along a career pathway, enrollment in post-secondary education or a Registered Apprenticeship.

The Youth Committee is a subgroup of the Workforce Development Board in the Santee-Lynches local workforce area and includes representatives of youth service agencies, parents, public housing authorities and former youth program participants. The Youth Committee will continue to monitor WIOA programs and assess the youth programs that are available in the four county area to determine the design of future WIOA programs. The goal of the Youth Committee is to fund youth program designs which creatively address youth needing basic skills, work experience, skill and knowledge development, and job search skills. These program designs should also include mentoring, parental involvement, increasing reading levels, addressing bad behavior patterns, monitoring attendance and timeliness, career development and tutoring. It has been determined that programs with the best performance have a good relationship with the youth **prior to recruitment** for the WIOA program. **Recruitment based upon current labor market information is the key to success for this program.**

The Youth Committee expects to see the relationships with area high schools, churches, adult education, and other youth programs clearly demonstrated throughout the RFP response. **Contractors that do not recruit based on the youth’s background or needs have a history of poor performance.** High consideration will be given to proposals that intertwine and measure the following concepts:

- **Programs that offer strong Department of Labor Performance Measure Strategies.**
- **Programs that offer technology-based training.**
- **Programs that offer summer vocational opportunities.**
- **Programs that prepare youth for a career opportunity available in this region.**
- **Programs that offer an essential Soft Skills (Work and Life Skills) Component.**
- **Programs that offer a Personal Financial Management Component.**
- **Programs that offer a structured mentoring component.**
- **Programs that offer more awareness to opportunities through on-site experiences at**

**the following type institutions:**

- Health Services
  - Advanced Manufacturing
  - Information Technology
  - Other in-demand occupational institutions
- **A program that offers occupational skills training to older youth that leads to an in-demand occupation based on labor market information. Identified sectors that are projected to add substantial numbers of new jobs in the Santee-Lynches region include: Health Care, Advanced Manufacturing & Transportation/Logistics.**

To be eligible for WIOA youth services, a youth must be age 16 through 24, low income, and meet at least one of seven specified barriers to employment (See Part III - Section D). Five percent of youth participants may be served who do not meet the low income criteria provided that they are in one of the following (2) categories: Those with a high school diploma or GED and are basic skills deficient or an English language learner; An individual “who requires additional assistance” for education or employment .

**Youth program providers must ensure that eligible applicants who do not meet the enrollment requirements of their program or who can't be served by their program are documented and referred to appropriate programs within the community in order to meet their basic skills and training needs.**

Overall program design should include:

- Objective assessment for the purpose of identifying appropriate services and career pathways for participants;
- Service strategies directly linked to indicators of performance and identify career pathways that include education and employment goals;
- Activities leading to the attainment of a secondary school diploma or recognized equivalent, or recognized postsecondary credential;
- Preparation for post-secondary educational/training opportunities, if appropriate;
- Strong linkages between academic instruction and occupational education that lead to recognized postsecondary credentials;
- Preparation for unsubsidized employment opportunities;
- Innovative linkages with business and industry that creates real-world connections between the classroom experience and the job site in demand-industry sectors or occupations;
- Effective connections to intermediaries with strong links to job market and local/regional employers, specifically the local SC Works system.
- Leadership development opportunities, which may include community service and peer-centered activities;
- Supportive services;
- Adult mentoring for the period of participation and subsequent period, for a total of not less than 12 months;
- Follow-up services for not less than 12 months after participation;
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
- Financial literacy education;
- Entrepreneurial skills training;
- Labor market and employment information about in-demand industry sectors or occupations



- such as career awareness, career counseling, career exploration;
- Preparation for and transition to postsecondary education and training.

All proposals to serve youth must be creative and address the means to encourage participation of the youth since the youth programs have a history of retention problems. The Youth Committee attributes this barrier to success to a lack of awareness and appropriate responses to community culture and traditions that shape the thought patterns of youth. An awareness of the current economic circumstances and state, regional and local labor markets is necessary. Proposals must include their methods of measurement that will ensure Youth will be successful. High consideration will be given to those proposals that incorporate the aforementioned items.

## **Part II Instructions and Conditions:**

1. A Proposer's Conference will be held to address questions on **April 19, 2024 at 3:00pm via Zoom Video Conferencing**. A portion of the conference will be devoted to explaining the eligibility and performance requirements of WIOA; questions and answers will follow. Attendance at the Proposer's Conference is not mandatory. Questions concerning this RFP may be submitted to Ms. Areatha Clark, Deputy Executive Director and Workforce Development Director, via email to [aclark@slcog.org](mailto:aclark@slcog.org) or Esmonde Levy, Workforce and Economic Development Manager, via email to [elevy@slcog.org](mailto:elevy@slcog.org). **The deadline to submit questions will be April 16, 2024.**

No questions or requests for additional information will be accepted after **April 16, 2024** and no questions can be answered by telephone at any time during the response period. PLEASE NOTE: Any questions received, for which the answer(s) would change the scope of this RFP or solicitation will be posted on the Santee-Lynches website [www.santeelynchescog.org](http://www.santeelynchescog.org) along with the answers to all RFP recipients.

2. Use this RFP package by completing the requested items in the response package. All proposals must be submitted on the appropriate forms provided in the response package.

3. Each Proposer is to **submit one (1) original and five (5) copies** in one package under seal. The original proposal must be clearly marked "**ORIGINAL**." Each copy of the proposal should be bound in a single volume. An Executive Summary of your proposal is also required. This Executive Summary should be a minimum of one page but no longer than two pages and must be included in your Proposal package. **The cost per participant should be specified at the end of the summary.**

4. All proposals must be signed and dated by a representative of the entity authorized to commit to the provisions of the RFP. Unsigned and undated proposals will be rejected as being non-responsive.

5. The Workforce Development Board Staff will review each proposal to verify that it is a responsive offer based on the Request for Proposal. Any proposal that is determined to be non-responsive will be so noted and separated from those that are responsive.

6. Proposals shall be opened by Workforce Development Board Staff in the presence of one or more witnesses. Contents of competing Proposers' proposals shall not be disclosed during the process of negotiation. Except as otherwise provided by law, information furnished by a Proposer shall not be disclosed without written consent of the Proposer. Following the proposal opening by the Workforce Development Board Staff, the proposal and any accompanying data shall be distributed to the Youth Committee Rating and Ranking Committee.

7. The Santee-Lynches Workforce Development Area 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 firm whose proposal is most advantageous to the program. Workforce Development Board Staff and the Local Workforce Development Board will carry out procurement review responsibilities with complete impartiality and without preferential treatment to any response.

8. Each proposer will be notified in writing of project approval or disapproval.

9. This RFP does not commit the Santee-Lynches Workforce Development Board (SLWDB) to award a contract, to pay any costs incurred in the preparation of a proposal under this request, or to procure or contract for services or supplies. The SLWDB reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Santee-Lynches Local Area to do so or if funding is not available. The SLWDB may require the Proposers to participate in negotiations and to submit any price, technical, or other revisions of their proposals as may result from negotiations.

**RATING AND RANKING EVALUATION CRITERIA AND RATING SYSTEM  
PROPOSAL EVALUATION CRITERIA & PROCESS**

**A. Program Effectiveness:**

1. Are the target groups clearly identified? Does the Proposer identify recruitment strategies?
2. Did the proposal clearly provide a description of Delivery of Title I Out-of-School Youth Services?
3. How does the Proposer plan to provide services?
4. Does the proposal describe partners/linkages that will be used? Are the roles clearly defined?
5. Does the organization have the ability to provide or arrange appropriate supportive services or financial assistance in accordance with the service strategy?
6. Does the Proposer have a plan for monitoring project success?
7. Does the proposal show effective strategies for providing participants a sustainable career?
8. Does the proposal include a strong follow-up component to ensure success for participants after exit?

**B. Proposer's Qualifications**

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

**C. Performance (Demonstrated and/or Projected)**

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

#### **D. Fiscal Responsibility**

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

#### **E. General Responsiveness**

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

## Part III - STATEMENT OF WORK

### A. Framework

The WIOA Youth Program focuses primarily on out-of-school youth, requiring local areas to expend a minimum of 75% of WIOA youth funds on them. A waiver was issued for prior program years to reduce the 75% requirement to 50%. However, this waiver does not currently include Program Year 2024. The program includes 14 program elements that are required to be made available to youth participants. The program is designed to serve youth and young adults who are out-of-school and not connected to the labor force.

### Services to Out-of-School Youth

Out-of-school youth is an individual who:

- Is an eligible youth who is a school drop-out; or
- Is an eligible youth that has either graduated from high school or holds a GED, but is basic skills deficient, unemployed, or under-employed.

A school dropout is defined as an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. A youth attending an alternative school is not considered a dropout.

Additionally, under WIOA, opportunities for work experience are an important element of the program. WIOA prioritizes work experience with the requirement that Boards must spend a minimum of 20 percent of youth funds on work experience or work-based learning activities.

WIOA also encompasses the following program elements:

- financial literacy;
- entrepreneurial skills training;
- services that provide labor market and employment information about in-demand industry sectors or occupations available in the workforce areas;
- activities that help youth prepare for and transition to postsecondary education and training;
- and Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

WIOA enhances the youth program design through an increased emphasis on individual participant needs by adding new components to the objective assessment and Individual Service Strategy (ISS). WIOA incorporates career pathways as part of both the objective assessment and development of the individual service strategy. In addition, the individual service strategy must directly link to one or more of the performance indicators. The program design under WIOA also includes effective connections to employers, including small employers, in in-demand industry sectors and occupations.

### B. WIOA Program Requirements

**1. Outreach, Recruitment and Orientation.** Outreach and recruitment includes, but is not limited to, identifying potentially eligible youth, working with parents and guardians to secure necessary documentation, and working closely with other governmental and community organizations and school systems to identify and recruit OSY. As part of orientation, all youth

must receive information on all services available through the Contractor. Dropout youth are expected to have the ability to earn a high school diploma or its equivalent within a reasonable amount of time (generally within one year of participation date).

## **2. Intake, Eligibility Determination**

All youth who receive services under Title I of WIOA must be registered and determined eligible to participate. Customers must meet established income guidelines. It will be the responsibility of any funded grantee to refer any youth that is not WIOA eligible to appropriate agencies within the community. Referrals to other agencies may occur at any time (if needed) to help the customer and to remediate employment.

## **3. Objective Assessment**

Contractors must conduct an objective assessment to provide a review of the academic levels, skill levels, and service needs of each participant to include: basic skills, occupational skills, prior work experience, employability, interests and aptitudes, supportive service needs, and developmental needs of the participant. Exceptions can be made if the program provider determines that it is appropriate to use a Test of Adult Basic Education (TABE) assessment that was taken under another education or training program within the past twelve (12) months.

## **4. Individual Service Strategy**

Contractor staff should use the results of the objective assessment to develop an Individual Service Strategy for each youth participant that identifies an employment goal (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant.

## **5. Case Management**

Case Management is the infrastructure for delivering effective services that will facilitate the positive growth and development of youth and the achievement of performance goals. The process extends from recruitment through follow-up. The case manager motivates participants and coordinates services and information to prepare youth for post-secondary education opportunities, academic and occupational training or employment and training opportunities as appropriate.

## **6. Preparation**

Contractors must provide preparation for post-secondary educational opportunities, strong linkages between academic and occupational learning, preparation for employment, and effective connections to intermediary organizations that provide strong links to the job market and employers.

The Youth Committee would like to see attention shown to career guidance and development and the use of mentors from the business community. Career guidance should center on occupations that are in-demand and/or growing in our area. The Santee-Lynches WDA encourages programs to incorporate **(TABE) assessment, WIN** or the **WorkKeys assessment** in their program design. (If a potential client scores less than a 7.0 grade level in math or reading, they may not be enrolled in the Santee-Lynches WDA Youth Program. Instead they may be referred to appropriate agencies within the community). Programs must provide instruction or training opportunities in a manner to ensure that each youth is taking full advantage of the program. Programs must provide out-of-school youth with opportunities that lead to employment

(to include the military) or post-secondary education enrollment, **and/or** advanced training enrollment.

## 7. Referral

WIOA specifies that local contractors shall ensure that each participant or applicant that meets the minimum income criteria to be considered an eligible youth shall be provided:

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

In order to meet the basic skills and training needs of eligible applicants who do not meet the enrollment requirements of a particular program or who cannot be served by the program, each eligible youth provider must ensure that these youth are referred to another agency for further assessment as necessary, and to appropriate programs as described above.

## C. Program Components and Design

The Santee-Lynches WDB is requesting proposals that incorporate creativity to address youth needing basic skills, work experience, skill and knowledge development, and/or job search skills. The SLWDB welcomes and encourages Proposers to submit training program designs that are innovative, non-traditional, and “hands-on” in their approach to academic instruction and regional workplace experiences; “canned” programs will not be viewed favorably. All proposals should provide the following program designs:

- **Basic Skills Training** should include instructions in preparation for the GED exam.
- **Work Experience/Work-Based Learning** to include on-the-job-training and/or work experience (including summer work experience).
- **Skill and Knowledge Development** to include classroom training, occupational skills, entrepreneurial training and/or leadership development.
- **Job Search Skills** to include job clubs, job search assistance and/or career exploration.
- **Soft Skills and Measurements** to include pre-employment skills training and personal development.
- **Mentoring** to be provided thru job shadowing or work site supervisors, tutors, program staff or community organizations to those individuals determined in need of adult guidance through initial assessment.

WIOA lists fourteen (14) program elements that must be generally available to youth through the youth program or through local agencies that provide such services. Not all 14 youth program elements must be provided to every youth participant, but local program operators must



determine what program elements will be provided based on the participant's objective assessment and individual service strategy. However, each youth will participate in more than one of the 14 program elements required as part of any local youth program and all youth must receive follow-up services. A combination of the 14 elements may be used to develop the program design as requested by the Youth Committee.

The combined local programs shall provide or gain access for participants to elements consisting of:

- A. Tutoring, study skills training, and instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities or for a recognized post-secondary credential);
- B. Alternative secondary school services, or dropout recovery services, as appropriate;
- C. Paid and unpaid work experiences (at least 20% of total funding) that have academic and occupational education as a component of the work experience, which may include the following types of work experience:
  - Summer employment opportunities and other employment opportunities available throughout the school year;
  - Pre-apprenticeship programs;
  - Internships and job shadowing; and
  - On-the-Job training opportunities;
- D. Occupational skills training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area;
- E. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- F. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
- G. Supportive services;
- H. Adult mentoring for the duration of at least 12 months that may occur both during and after program participation;
- I. Follow-up services for not less than 12 months after the completion of participation;
- J. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth.
- K. Financial literacy education;
- L. Entrepreneurial skills training;
- M. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career explorations services; and
- N. Activities that help youth prepare for and transition to post-secondary education and training.

**Contracts must ensure that they will provide the following program design components:**

**1. Educational Services.** Services must include instructional approaches that offer a continuum of skill, grade level, and developmentally appropriate educational options that connect to career

pathways. WIOA and local mandated educational activities include:

- Tutoring;
- Study skills training;
- Evidence-based dropout prevention and recovery strategies that lead to completion of secondary school diploma or its recognized equivalent or for a recognized post-secondary credential;
- Alternative secondary school services;
- Dropout recovery services;
- Activities that help youth prepare for and transition to post-secondary education and advanced training; and
- Prepares an individual to be successful in any of a full range of secondary or post-secondary educational options.

**2. Career Pathways.** WIOA places a strong emphasis on career pathways, defined as a combination of rigorous and high-quality education, training, and other services that:

- Includes counseling to support individuals in achieving education and career goals;
- Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable; and
- Helps an individual enter or advance within a specific occupation or occupational cluster.

**3. Work Experiences** - Work experiences are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experiences may be paid or unpaid. Work experience workplaces may be in the private/for profit sector, the non-profit sector, or the public sector. All proposals to provide paid Work Experience must specify in detail the method of payment to the youth. The application process and payroll procedures should be specified in the proposal. Worker's Compensation is not required for work experience because all WIOA participants are covered under a state insurance policy.

Work experiences are designed to enable youth to gain exposure to the world of work and its requirements. Work Experiences are most effective when they are based on the interest of the youth. Work experience should help youth acquire the personal attributes, knowledge, and skills needed to obtain a job and advance in employment. The purpose is to provide the youth participant with the opportunities for career exploration based on their interests and skill development and is not to benefit the employer although the employer may, in fact benefit from the activities performed by the youth.

Work experiences may be subsidized or unsubsidized and may include the following:

- Exposure to various aspects of an industry;
- Progressively more complex tasks;
- Internships and job shadowing;
- The integration of basic academic skills into the work activities;
- Entrepreneurial opportunities;
- Other elements designed to achieve the goals of work experience.

NOTE: Proposers should indicate current business linkages or provide a map and timeline for

gaining linkages with regional businesses for placement and field trips.

**4. Youth Development** - Positive youth development is important to incorporate into the program design to give youth opportunities to grow and lead in their community. WIOA and local mandated youth development activities include:

- Leadership development opportunities;
- Financial literacy education;
- Entrepreneurial skills training;
- Community service;
- Peer-centered activities encouraging responsibility;
- Positive social and civic behaviors; and
- Adult mentoring.

**5. Follow-up Services** - All youth must receive some form of follow-up services for a minimum duration of 12 months after completion of participation. The types of services provided and the duration of services must be determined based on the needs of the individual. All follow-up contacts must be documented in the SC Works On-Line Services (SCWOS) database and a minimum of one contact per month is required to keep a positive relationship with them during follow-up. The statement of work must address how the follow up services are to be provided after the program year has ended since the service is to be offered for 12 months. Follow-up services for youth may include:

- Leadership development and limited supportive service activities;
- Regular contact with a youth participant’s employer, including assistance in addressing work-related problems that arise;
- Assistance in securing better paying jobs, career development and further education;
- Work-related peer support groups;
- Adult mentoring;
- Tracking the progress of youth in employment after training.

#### **D. Eligibility and Enrollment**

For the purposes of this RFP, WIOA Youth Eligibility Requirements for participants are as follows:

- A. Is age 16 through 24 and out-of-school and is within one or more of the following categories: (Note, the youth must not be attending any school).

If the out-of-school youth have any of the below listed “barriers”, they do not have to be low-income:

- 1) Basic skills deficient;
- 2) An English language learner;
- 3) An offender;
- 4) An homeless youth or a runaway, in foster care or has aged out of the foster care system;
- 5) Pregnant or parenting;
- 6) A youth who is an individual who requires additional assistance to complete an educational program or to secure or hold employment;
- 7) Has a disability.

There are only two of the potential “barriers” that require income eligibility (must be low income):

- 1) Those with a high school diploma or GED and are basic skills deficient or an English language learner;
- 2) An individual “who requires additional assistance” for education or employment.

## **DEFINITIONS**

- **Basic Skills Deficient:** means, with respect to an individual, that the individual has English reading, writing or computing skills at or below the 9<sup>th</sup> grade level on a generally accepted standardized test or comparable score on a criterion referenced test.
- **English language learner or ELLs,** are students who are unable to communicate fluently or learn effectively in **English**, who often come from non-**English** speaking homes and backgrounds, and who typically require specialized or modified instruction in both the English language and in their academic courses.
- **Out-of-School Youth:** means an eligible youth who is a school dropout, or has received a secondary diploma or its equivalent, or is “an disconnected” youth.

B. Is a low income individual,

### **Low-Income:**

1) Receives, or is a member of a family that receives, cash payments under a Federal, State, or local income-based public assistance program (TANF);

2) Received an income, or is a member of a family that received a total family income, for the six-month period prior to application for the program involved exclusive of unemployment compensation, child support payments, and old age survivor’s insurance benefits received under section 202 of the Social Security Act, that in relation to family size does not exceed the higher of: (a) The poverty line for an equivalent period or (b) seventy percent (70%) of the lower living standard income level for an equivalent period;

3) is a member of a household that receives food stamps (or has been determined eligible for food stamps in the six-month period prior to application);

4) Qualifies as a homeless individual pursuant to Section 103 of the Stewart B. McKinney Homeless Income Guidelines;

5) Is a foster child on behalf of whom State or local payments are being made;

6) Person with a disability whose own income meets the requirements as a low income individual although his/her family income does not meet requirements.

7) Low-income includes a youth living in a “high-poverty” area.

C. **5% CLIENTS** – Up to five percent (5%) of youth participants do not have to be low income provided that you are in one of the following (2) categories:

- Those with a high school diploma or GED and are basic skills deficient or an

- English language learner;
- An individual “who requires additional assistance” for education or employment.

D. All males age 18 and over, born after 1959, must have complied with Selective Service Draft Registration requirements before enrollment. If participant turns 18 while attending program, it is the Grantee’s responsibility to ensure that participant register with the Selective Service within 30 days. Verification of compliance with the draft registration requirements may be provided at [www.sss.gov](http://www.sss.gov) and the verification of registration must be printed and maintained in the participant file.

## **E. Performance Management**

Contractors will be required to demonstrate how their programs are able to help all enrolled youth achieve the outcomes measured by WIOA. While complete definitions of all the new WIOA measures have not yet been finalized by DOL and final percentages of each measure have not been negotiated with the State of South Carolina (SC Department of Employment and Workforce), the below outcome measures and definitions will become applicable. Contractor targets and percentages for each measure will be provided to the selected Respondent once they are negotiated with SCDEW.

### **WIOA Youth Performance Measures**

- Youth Entered Employment Rate – 2<sup>nd</sup> and 4<sup>th</sup> Quarters after Exit
- Youth Credential Attainment - Within 4 Quarters after Exit
- Median Earnings
- Measurable Skills Gain

## **F. Linkages**

Local boards must ensure appropriate linkages to entities that will foster the participation of eligible local area youth. The SC Works Centers will have linkages available for youth to appropriate agencies in the four counties. The Proposer must establish and maintain a youth services directory for each county to assist in linking youth agencies.

Such links may include connections to:

- Local area justice and law enforcement officials;
- Local public housing authorities;
- Local education agencies;
- Job Corps representatives; and representatives of other area youth initiatives, including those that serve homeless youth and other public and private youth initiatives.
- High school guidance counselors and career specialists.

## **G. Concurrent Enrollment (Youth and Adult Programs)**

Under the Act, eligible youth are 16 through 24 years of age. Adults are defined in the Act as individuals age 18 and older. Thus, individuals, ages 18 through 24, may be eligible for both adult and youth programs. It is encouraged that youth contractors serving older youth coordinate their efforts with the SC Works Center to leverage funding opportunities where possible.

## H. Tracking Requirements

The Contractor must utilize the SC Works Online (SCWOS) data management system. This includes the entry of individual participant data such as eligibility determination, demographics, activities, case notes, outcomes and follow-up data. Timely data entry is required and must be entered within fifteen (15) days after the date of any individual activity. SLWDA will conduct ongoing monitoring to evaluate the Contractor's use of SCWOS. Failure to comply with the required use will result in corrective action and may result in the contract being terminated.

## I. Amendments

If it becomes necessary to revise any part of the Request for Proposals, all amendments will be provided in writing to all Proposers.

**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.**

## J. Right to Cancel

SLWDA reserves the right to delay, amend, reissue, or cancel all or any part of this RFP at any time without prior notice. SLWDA also reserves the right to modify the RFP process and timeline as deemed necessary. This RFP does not commit SLWDA to accept any proposal, nor is SLWDA responsible for any costs incurred by the Respondents in the preparation of responses to this RFP. SLWDA reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, and to award the contracts in whole or in part as is deemed to be in the best interest of SLWDA. SLWDA reserves the right to negotiate with any Respondent after proposals are reviewed, if such action is deemed to be in the best interest of SLWDA.

## K. Contract Type

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

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

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

## **L. Contract Administration and Negotiation**

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

## **M. Administrative and Fiscal Capabilities**

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

- The entity's efforts to recover debts.
- Established fraud or criminal activity of a significant nature.
- Failure to maintain an appropriate financial management system.
- Unresolved or recurring audit findings of a significant nature.
- Failure to provide services to applicants as agreed to in a previously funded program or to meet applicable program standards.
- Failure to return a grant closeout package by the established deadline.
- Failure to submit required reports in a timely manner.
- Failure to properly report and dispose of government property.
- Unresolved disallowed costs or disallowed costs in excess of five percent of a contract.

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

## **N. Documents Required of Selected Proposers**

If an award is offered, the following information will be required to be provided to the Santee-Lynches Workforce Development Board:

- Organizational Information and Certification including Federal ID Number
- List of Current Board Members of Governing Body
- Current Fiscal Statement and Copy of Last Audit
- Copy of Indirect Cost Plan and Approval (If Applicable)
- Grievance Procedures
- Staff, Personnel, and Travel Policies
- Charter and By-Laws of Organization
- Evidence of Signatory Authority
- Banking Arrangements (Bank name, address)
- Cost Allocation Plan
- Lobbying Certification
- Fidelity Bonding
- Debarment and Suspension Certification
- Organization's Mission and Vision Statements

## **O. Time Frame**

All budgets submitted for activities under this Request for Proposal are to be for costs incurred between July 1, 2024 and June 30, 2025. The awarding agency's funding obligations under any agreement are contingent upon receipt of funds from the USDOL/State allocation guidelines governing distribution within the awarding agency's total jurisdiction. The Awarding Agency is in no way obligated for any funds not received nor any decrease in funding required by allocation formulas.

## **P. Indirect Costs**

All Proposers that include Indirect Costs as a part of their application budget must have an Indirect Cost Plan approved by their Cognizant Agency. Total Direct Costs are defined as all program costs except for those costs directly related to participant such as rent, supportive services, and work experience wages. Indirect Costs may be either program or administrative costs, depending on what costs are included in the indirect cost pool. Under 20 CFR 667.220,c(4), specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost may be charged to the program category. Proposers must include a listing of all items included in the indirect cost pool.

## **Q. Profit**

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

## **R. Presentations**

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

## **S. Price Not Determinative**

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

## **T. Discussion/Negotiation**

By submission of a proposal, Proposers agree that during the period following issuance of a proposal and prior to final award of contract, the Proposer **shall not** discuss this proposal request



with any party except, staff of the Santee-Lynches Workforce Development Board. In accordance with Section 11-35-1530(6) of the S.C. Consolidated Procurement Code, Ms. Areatha Clark, Deputy Executive Director/Workforce Development Director and her designated staff person(s) reserve the right to conduct discussions with responsible Proposers who submit proposals, which appear eligible for award, for the purpose of clarification to assure full understanding of, and responsiveness to, the requirements of this Request for Proposals. Proposers shall be provided fair and equal treatment with respect to any opportunity for discussion and revision of their proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers.

#### **U. Confidential Information**

No documents relating to this procurement will be presented or made otherwise available to any other person, agency or organization until after award. Commercial or financial information obtained in response to this Request for Proposals which is *privileged and confidential and is clearly marked* as such will not be disclosed at any time. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the Proposer supplying the information. All Proposers, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.

#### **V. Prohibition of Gratuities**

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

#### **W. Appeal/Protest Policy**

Any appeal to this RFP must comply with the grievance procedures of the Santee-Lynches WDB stated in the "WIOA Contract Terms and Conditions" (Section 3.14.5, pg. 77). All proposals, regardless of the program design, must specifically describe all proposed program activities, the objective measurement of the outcome of each activity, and the knowledge, skills and abilities to be acquired by the program's participants.

#### **X. Proposer's Responsibility**

Acceptable proposals will conform to the conditions and specifications contained in this RFP, the approved Santee-Lynches WDB Five-Year Local Strategic Plan and business plans, the requirements of WIOA, and all federal regulations. It is the Proposer's responsibility to be familiar with these documents during the proposal development. Information relating to supplemental or supportive subcontractors may be found in the "Contract Terms and Conditions" (Section 3.11.1, pg. 70) of this RFP. Technical Assistance for procuring subcontract agreements will be provided by the Santee-Lynches WDB Staff and must be sought prior to entering into activities negotiations to procure subcontractors.

## **Y. Affirmative Action**

The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the persons with disabilities, and concerning the treatment of all employees, without regard to discrimination by reason of race, color, religion, sex, national origin, or physical disabilities as provided for in Section 188 Of Public Law of the Workforce Innovation & Opportunity Act of 2014;

As a condition to the award of financial assistance under the Workforce Innovation & Opportunity Act from the Department of Labor, the grant application assures, with respect to the operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal employment opportunity provisions of the Workforce Innovation & Opportunity Act of 2014, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975; as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.

## **Z. Option to Extend**

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

## **AA. Proposer's Qualifications**

Special attention should be given to this section of the response package. In particular, for each existing staff person, the Proposer should include, in addition to education and experience information, all workshops, conferences, seminars, professional organizations, and/or other activities that staff has participated in during the past two years to stay abreast of current information, procedures, practices, regulations, technological, or programmatic operations. For vacant staff positions, all Proposers should attach a statement, which addresses their commitment to hire qualified staff and ensure that staff stays current and knowledgeable in all areas associated with their job responsibilities. Special technological and computer skills possessed by staff persons are important for the efficient utilization and maintenance of the client tracking system (South Carolina Works On-Line Services). Although the contract period for this Request for Proposals is July 1, 2024 through June 30, 2025, staff who will be funded under this agreement should be available for specialized training prior to the contract date.

## **BB. Coordination of Resources**

All Proposers/Contractors are encouraged to coordinate and utilize outside resources in securing additional funds, supplies and materials, services, etc., in order to enhance WIOA activities. The Workforce Innovation & Opportunity Act requires that training providers consider the availability of Pell grants and other sources of grants to pay for training costs, so that WIOA

funds supplement other training grants. A WIOA participant may enroll in WIOA-funded training while his/her application for a Pell Grant is pending as long as arrangements are made with the training provider and the WIOA participant regarding allocation of the Pell Grant, if it is subsequently awarded. In that case, the training provider must reimburse WIOA funds used to underwrite the training for the amount that the Pell Grant covers. Reimbursement is not required from the portion of Pell Grant assistance disbursed to the WIOA participant for education-related expenses.

### **CC. Audit/Monitoring Exceptions**

No contracts will be finalized with approved Proposers who have outstanding audit and/or monitoring exceptions unless negotiations have been initiated and the administrative entity determines that a resolution is forthcoming. Funding under this Request for Proposals may be decreased by an amount equal to costs disallowed as a result of any prior financial and compliance audit, monitoring, or otherwise.

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

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

**PROPOSAL CHECKLIST**

The original and 5 copies (no fax or email) are due at the **Santee-Lynches Workforce Development Area, c/o Santee-Lynches Regional Council of Governments, 3219 Broad Street, Sumter, SC 29150 no later than 3:00pm EST, May 3, 2024.** No proposals will be accepted after this date and time.

A proposal package must include:

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

**Proposal package includes:**

- Signed Proposal Checklist (FORM 1)
- Proposal Cover Page (FORM 2)
- Organizational Information and Certifications (FORM 3)
- Historical Performance Data (FORM 4)
- Demonstration of Need (FORM 5)
- Statement of Work Narrative (FORM 6) – **Must be limited to 20 pages.**
- Coordination with Other Programs (FORM 7)
- Administrative Capabilities (FORM 8)
- Summary of Proposer 's Qualifications (FORM 9)
- Certification Regarding Debarment (FORM 10)
- General Assurances (FORM 11)
- Drug-Free Workplace Requirement Certification (FORM 12)
- Certification Regarding Lobbying (FORM 13)
- Budget Summary Sheets (FORM 14)
- Most Recent Audit or, if new, YTD Financial Statements
- Site Location information: address(es) and description of training site(s)

**I certify that the above requirements are met:**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date**

**DO NOT WRITE IN THE SPACE BELOW – FOR USE BY WDB STAFF**  
**This proposal \_\_\_\_ meets \_\_\_\_ does not meet the minimal threshold requirements.**  
**Additional Staff Comments:**

\_\_\_\_\_

SANTEE-LYNCHES WORKFORCE DEVELOPMENT BOARD  
PROGRAM YEAR 2024 – YOUTH SERVICES  
July 1, 2024 - June 30, 2025  
“Proposal Cover Page”

**I. PROPOSER’S IDENTIFICATION AND PROJECT SUMMARY**

NAME OF ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

DUNS NUMBER \_\_\_\_\_

GRANT SIGNATORY \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ EMAIL \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ EMAIL \_\_\_\_\_

COUNTIES TO BE SERVED \_\_\_\_\_

This RFP is to fund proposals that provide for year-round services to low income, out-of-school youth from Clarendon, Kershaw, Lee and Sumter Counties.

TOTAL NUMBER OF PARTICIPANTS TO BE SERVED: \_\_\_\_\_

*Note: Successful Proposer must serve all carryover participants currently enrolled in the program who require services past July 1, 2024 and complete follow-up for those exited in compliance with WIOA guidelines.*

PROPOSED BUDGET: TOTAL AMOUNT \$ \_\_\_\_\_

SIGNATORY OFFICIAL: \_\_\_\_\_  
(SIGNATURE REQUIRED)

**ORGANIZATIONAL INFORMATION AND CERTIFICATIONS**

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

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

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

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

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name & Title



**HISTORICAL PERFORMANCE DATA**

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

	<b>Current Performance (if applicable)</b>	<b>Past Performance</b>
Program Year		
Proposed # of Youth to Serve		
Actual # of Youth Served		
# of Youth per Case Manager		
# of Participants Successfully Completed Program		
Completion Percentage Rate		
# of Participants Exited		
# Participants Entered Employment/Military		
Average hourly wage		
# Retained Employment for 12 months		
# Placed in Post-Secondary Education		
# Attained Diploma or GED		
# Attained Occupational Credential		
Cost per participant		
Average Training Length		
Other (describe)		

DEMONSTRATION OF NEED

Provide a description of the eligible population and labor market conditions of the geographic area to be served. The Act (WIOA) specifies a non-duplication clause where WIOA Funds may not be used to provide funding under the School-to-Work Opportunities Act unless the programs funded under this Act serve only those participants eligible to participate in the programs under this Act. Therefore, the need for services that are available in the Local Area must be justified as to why it is a need under WIOA. At a minimum, provide information on the following:

- A. The geographic area to be served.
  
- B. The number of eligible population residing in the area and source of data. Please review the eligibility criteria carefully. It is very important to show that the target group to serve is available in the area.
  
- C. The occupational/employment trends that may enhance or limit the effectiveness of the program activity.
  
- D. Describe related services that are available in the area and justify why your youth services are different from the available services.
  
- E. Current local employment and training services available to the eligible population and gaps in existing services network.

**EXECUTIVE SUMMARY AND STATEMENT OF WORK NARRATIVE**

**1. Abstract/Executive Summary (1-page limit)**

- Provide a description of your organization.
- Demonstrate an understanding of the workforce development system in South Carolina, to include the Santee-Lynches Local Workforce Development Area.
- Outline key organizational achievement within the past three (3) years.
- Briefly describe why your organization is seeking award of this RFP and any unique or innovative aspects that may set your response apart from others.

**2. Provide a narrative description of the proposed activity/service, considering the 14 required elements stated in the Act. Address the following: (Must be limited to 20 pages).**

**A. Define the required elements that are incorporated in the proposed program design.**

**B. Discuss the program design(s) that you are proposing based on the Program Design Components as specified in the Workforce Innovation & Opportunity Act. The Program Design Components are:**

- Tutoring, study skills training, and instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities or for a recognized post-secondary credential);
- Alternative secondary school services, or dropout recovery services, as appropriate;
- Paid and unpaid work experiences (at least 20% of total funding) that have academic and occupational education as a component of the work experience, which may include the following types of work experience:
  - Summer employment opportunities and other employment opportunities available throughout the school year;
  - Pre-apprenticeship programs;
  - Internships and job shadowing; and
  - On-the-Job training opportunities;
- Occupational skills training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area;
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
- Supportive services;
- Adult mentoring for the duration of at least 12 months that may occur both during and after program participation;
- Follow-up services for not less than 12 months after the completion of participation;
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth.

- Financial literacy education;
- Entrepreneurial skills training;
- Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career explorations services; and
- Activities that help youth prepare for and transition to post-secondary education and training.

**C. Program Service Delivery Model**

**Identify the special youth population you will target in your service delivery plan.**

- How will these youth be identified and on what basis will they be determined to possess barriers to employment?
- How will barriers of target youth population be addressed?
- What provisions will be made to accommodate special populations (e.g., supportive services)?
- Your organization’s plan for serving the targeted youth population should include experience and best practices. How will you market and recruit WIOA customers, including those from targeted populations which may require specialized marketing.

**D. Discuss your plan for providing objective assessment, development of service strategies, on-going assessment and case management to the participants.**

**E. Discuss the planned follow-up procedures for 12 months.**

**F. Performance & Accountability**

**Describe your strategy to meet or exceed the WDB’s performance goals for this RFP. How will your organization manage measurement, achievement, and documentation of performance standards?**

- Include specific performance targets related to State and Federal performance measures.
- Identify your proposed quarterly and annual goals for each state-mandated performance measure, and list objectives under these areas with specific measurables and deliverables.
- Identify the number of Out-of-School Youth to be served during program operation.

**G. Describe the program design including hours of operation, time of activities and goals.**

**COORDINATION WITH OTHER PROGRAMS**

Describe how the program you are proposing will coordinate with other youth service programs, and agencies that are currently serving youth. List the programs and agencies with which coordination will be established.

**ADMINISTRATIVE CAPABILITIES**

- A. Provide an organizational chart of the agency.
- B. Give the location of the administrative office from which the work is to be done and the number of professional WIOA staff to be employed at this site.
- C. Describe the range of activities to be performed by the WIOA staff.
- D. Provide information relative to the assigned staff's experience in conducting employment and training programs (including intake, assessment and case management), particularly for the economically disadvantaged and those with barriers to employment.
- E. Describe the agency's/organization's accounting/financial procedures. Provide a brief description of the internal controls of the agency
- F. Describe how your organization plans to comply with the required background checks for WIOA staff.
- G. Describe your organization's experience managing Federal funds.
  - Describe the internal controls of your organization to handle finances
- H. Describe how you will help ensure an efficient use of the WIOA funds while maximizing services provided for Out-of-School Youth.
- I. Describe past success with leveraging additional resources. Describe both leveraged resources whose purpose has been to ensure and maximize the delivery of services and leveraged resources whose purpose was to maximize the organization's financial resources. Also, specify additional resources to be leveraged and any in-kind contributions the organization will provide to assist in the participant's program's success.

**SUMMARY OF PROPOSER’S QUALIFICATIONS**

- A. Describe the agency’s/organization’s background and experience in conducting employment and training programs (i.e. Particularly for the economically disadvantaged and those with barriers to employment).
  
- B. Discuss the agency’s/organization’s knowledge and experience in dealing with South Carolina State Government, its structure, rules and policies.
  
- C. Identify the existing staff who will work on the project. Provide resumes and job descriptions for each professional staff person who will be assigned to the project.
  - Describe the related experience or training of the proposed staff.
  - List the participant to counselor ratio.

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

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

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

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Name of Organization

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Name and Title of Authorized Representative

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Signature

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Date



**GENERAL ASSURANCES**

**THE PROPOSER ASSURES THAT:**

1. It will fully comply with the requirements of the Workforce Innovation & Opportunity Act (WIOA), all State and Federal regulations issued pursuant to the Title V, Section 5001 of the Budget Reconciliation Act of 1997, and with its funding application as approved by the Santee-Lynches Regional Council of Governments. The applicant also agrees to conduct any and all activities under this agreement in accordance with all applicable Federal, State, Local Statutes, Rules, Regulations, Directives, Issuances and Ordinances in effect or promulgated during the term of this agreement, to include but not limited to the Workforce Innovation & Opportunity Act Grant; 20 CFR Part 645, WIOA Grants; OMB Circulars A-87, A-21, A-102, A-110, A-122, and A-133; revisions/amendments to such Grant and Regulations.
2. In operating programs funded under the WIOA Grant, it will administer its programs under the funding application in full compliance with safeguards against fraud and abuse as set forth in the WIOA Grant and the Final Rule; that no portion of its WIOA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief; that it will target educational and training services to economically disadvantaged, at-risk youth ages 16 - 21.

**ADDITIONAL ASSURANCES:**

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

5. The Applicant also certifies that as a condition to the award of financial assistance under WIOA from the Department of Labor, the grant applicant 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 will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation & Opportunity Act (WIOA), including the Nontraditional Employment for Women Act of 1991, as amended, Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; Title IX of the Education Amendments of 1972, as amended, imposed by or pursuant to regulation implementing those laws, including but not limited to 29 CFR part 34. The United States has the right to seek judicial enforcement of this assurance.

Proposer's  
Organization \_\_\_\_\_

Street Address/P.O. Box \_\_\_\_\_

City, State, and Zip Code \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative / Date

\_\_\_\_\_  
Typed Name and Title of Authorized Representative

**DRUG-FREE WORKPLACE REQUIREMENTS CERTIFICATION**

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

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

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

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Organization Name

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Signature

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Date

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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**Name of Organization/Firm**

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**Signature of Authorized Representative**

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**Date**

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**Authorized Representative's Printed Name and Title**

**BUDGET SUMMARY  
WIOA YOUTH PROGRAMS**

LINE ITEMS	TOTAL BUDGET
<b>Staff Salaries and Fringe Benefits</b> <i>(Complete attached Staff Benefits Chart)</i> <i>(This cannot be more than 52% of the total budget)</i>	\$ _____
<b>*Facilities Cost (space)</b> <i>(Total Square Feet x % used for WIOA Activities)</i>	\$ _____
<b>Equipment</b>	\$ _____
<b>Operating Expenses</b>	
Telephone	\$ _____
Postage	\$ _____
FAX	\$ _____
Staff Travel	\$ _____
Office Supplies	\$ _____
Copying	\$ _____
Equipment Repairs and Maintenance	\$ _____
Utilities Cost	\$ _____
Other: _____	\$ _____
<b>Total:</b> <i>(This cannot be more than 15% of the total budget)</i>	\$ _____
<b>**Participant Wages &amp; Fringes</b>	
Participant Wages <i>(# of Participants x Hourly Wage x # of Hours)</i>	\$ _____
Participant Fringe <i>(# of Participants x Fringe Amounts)</i> Fringe: \$ _____	\$ _____
Participant Incentive Payments <i>(# of Participants x \$ of Payment)</i>	\$ _____
 <i>**Note#1: Participant Wages &amp; Fringes, Incentives, Training Costs, Supportive Service Costs together must total at least 33% of total budget.</i>	
<i>**Note#2: Requirement for Work Based Learning is 20% of the total Youth allocation and will be calculated by SLWDA staff</i>	
<b>**Training Costs (Services could be procured or provided in-house)</b>	
Participant Supplies	\$ _____
Tuition	\$ _____

Instructional Related Costs	\$ _____
Tutoring	\$ _____
Study Skills Training	\$ _____
Leadership Development Activities	\$ _____
Other: _____	\$ _____

**Total:** \$ \_\_\_\_\_

**\*\*Supportive Service Costs (Services could be procured or provided in-house)**

Childcare	\$ _____
Mentoring	\$ _____
Follow-up Services	\$ _____
Counseling	\$ _____
Other: _____	\$ _____

**Total:** \$ \_\_\_\_\_

*\*\*Note#1: Participant Wages & Fringes, Incentives, Training Costs, Supportive Service Costs together must total at least 33% of total budget.*

*\*\*Note#2: Requirement for Work Based Learning is 20% of the total Youth allocation and will be calculated by SLWDA staff*

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

**Other Direct Costs** \$ \_\_\_\_\_

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

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

**GRAND TOTAL:** \$ \_\_\_\_\_

*\*(Please indicate how you derived at this figure. For example: Participant Wages – Explain how many participants will be paid wages and for how many hours and how much per hour.)*

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

**STAFF BENEFITS CHART**

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

**STAFF FRINGE CHART**

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

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

**Grand Total: Salary & Fringes \$ \_\_\_\_\_**

**BUDGET BACK-UP SHEET**

**For**

**PROCURED SUBCONTRACT SERVICES**

*(This form may be duplicated)*

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

<b>Agency Name</b>	<b>Contact Person</b>	<b>Services to be Provided</b>	<b>Estimated Subcontract Amount (\$)</b>



**Program Year 2024  
 Monthly Budget Flow Projections  
 PY'24 (July 1, 2024 – June 30, 2025)**

**Contractor:** \_\_\_\_\_

**Funding Stream: Out-of-School Youth**

Month	Monthly Expenditure	Y-T-D Expenditure
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		

**Program Year 2024  
 Monthly Participant Flow Projections  
 PY'24 (July 1, 2024 – June 30, 2025)**

**Contractor:** \_\_\_\_\_

**Funding Stream: Out-of-School Youth**

Month	Monthly Participant Flow	Y-T-D Participant Flow
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		

**Santee-Lynches Regional Council of Governments**  
**WIOA Terms and Conditions**

**(Grandfathered in from Workforce Investment Act Terms and Conditions)**

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

3.0 STATEMENT OF PURPOSE

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

3.1 DEFINITIONS

Act – The Workforce Innovation & Opportunity Act of 2014

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

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

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

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

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

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

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

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

Participant – An individual who has been determined to be eligible to participate in and who is receiving services (except for follow-up services) under a program authorized by WIOA title I. Participation shall be deemed to commence on the first day, following determination of eligibility, on which the participant began receiving core, intensive, training or other services

provided under WIOA title I.

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

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

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

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

### 3.2 LEGAL AUTHORITY

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

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

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

#### 3.2.1 Business Licensing/Taxation/Insurance Requirements

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

### 3.3 AWARDING ENTITY

#### 3.3.1 Oversight Responsibilities

The Awarding Entity is responsible for the monitoring and evaluation of programs during

a grant period.

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

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

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

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

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

### 3.3.2 Funding Obligations

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

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

## 3.4 RECIPIENTS/SUBRECIPIENTS/SUBGRANTEES

### 3.4.1 Assurances of Compliance

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

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

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

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

- 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
- 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
- OMB Circular A-87 (applies to state and local governments and federally recognized Indian tribal governments);
- OMB Circular A-21 (applies to public and private institutions of higher education);
- OMB Circular A-122 (applies to nonprofit organizations including nonreservation Indian organizations but not to educational institutions and hospitals);
- 48 CFR Part 31 (applies to commercial organizations);
- 29 CFR Part 95 which codifies OMB A-122;
- 29 CFR Part 97 which codifies OMB A-87;
- “Jobs for Veterans Act,” Public Law 107-288 and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Section 508 of the Rehabilitation Act of 1973, as amended;
- Age Discrimination Act of 1975, as amended;
- Title IX of the Education Amendments of 1972, as amended;
- Section 167 of the Job Training Partnership Act, as amended;
- Section 188 of the Workforce Innovation & Opportunity Act of 2014;
- Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
- Title VI of the Civil Rights Act of 1964, as amended;
- Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
- Equal Pay Act of 1963, as amended;
- CFR Part 37: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation & Opportunity Act of 2014 (WIOA);
- Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and Training Programs;
- Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
- Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
- Executive Order 11478 Equal Employment Opportunity in the Federal Government.

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

### 3.4.2 Time of Performance

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

### 3.4.3 Satisfactory Performance

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

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

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

### 3.5 RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM & RESPONSIBILITIES

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

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

The recipient/subrecipient/subgrantee shall maintain fiscal records and supporting documentation for all expenditures of funds under this Agreement. Records must provide accurate, current, separate and complete disclosure of the status of funds received under this

Agreement for each program activity by cost category including proper charging of costs and proper allocation of costs. The recipient/subrecipient/ subgrantee shall maintain accounts in such a way that they are traceable to source documentation of unit transactions, and shall maintain source documentation for all transactions. Fiscal records must be adequate enough to provide a comparison of actual expenditures with budgeted amounts for each recipient/subrecipient/subgrantee.

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

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

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

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

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

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

### 3.5.1 Method of Payment

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

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

3.5.1.3 The recipient/subrecipient/subgrantee may request a cash advance; however, an advance payment may not exceed one month's average expenditures. Documentation of how the amount



was calculated must be attached with a cash advance request. Each situation will be reviewed to determine the need for a cash advance.

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

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

### 3.5.2 Repayment and Adjustments in Payments

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

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

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

### 3.5.3 Closeouts

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

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

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

### 3.5.4 Cash Depositories

Consistent with the national goal of expanding opportunities for minority business

enterprises, each recipient/subrecipient/subgrantee is encouraged to use minority-owned banks (a bank which is owned at least 50 percent by minority group members).

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

### 3.5.5 Program Income

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

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

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

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

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

### 3.5.6 Indirect Costs

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

### 3.5.7 Bonding Requirements for Advance Payments

3.5.7.1 Every office, director, agent or employee of the recipient/subrecipient/subgrantee of

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

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

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

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

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

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

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

### 3.5.8 Legal Fees

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

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

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

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

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

### 3.5.9 Assignment of Interest

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

### 3.5.10 Meetings, Conferences and Travel Payments

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

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

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

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

3.5.10.4 Budgeted expenses for meetings and/or conferences are allowable when their primary purpose is the dissemination of technical information relating to the WIOA program and when they are consistent with regular practices and local travel policies followed for other activities of

the recipient/subrecipient/subgrantee. Allowable costs under WIOA grant awards must be necessary and reasonable for proper and efficient administration of the program; be justifiable; be in accordance with applicable OMB Circulars; and not be a general expense required to carry out the overall responsibilities of state or local government.

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

### 3.5.11 Prevention of Fraud and Abuse

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

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

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

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

## 3.6 PARTICIPANT DATA SYSTEM

### 3.6.1 Participant Information

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

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

### 3.6.2 Recipient/Subrecipient/Subgrantee Responsibilities

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

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

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

## 3.7 PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS

### 3.7.1 Payments to Participants

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

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

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

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

### 3.7.2 Benefits and Working Conditions

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

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

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

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

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

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

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

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

### 3.7.3 Supportive Services

Supportive services may be provided to participants through in-kind or cash assistance, or

by arrangement with another human service agency, when necessary, to enable an individual to participate in activities authorized under WIOA.

#### 3.7.4 Retirement Programs

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

#### 3.7.5 Child Labor

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

### 3.8 REQUIREMENTS FOR RECORDS

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

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

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

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

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

#### 3.8.1 Substitution of Microfilm

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



### 3.8.2 Right of Access to Records

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

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

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

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

### 3.8.3 Fees

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

## 3.9 PROCUREMENT

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

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

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

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

### 3.9.1. Methods of Procurement

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

- Small Purchase Procedures: simple and informal procurement methods for securing services, supplies or other property. This procedure must at a minimum follow the SC

Consolidated Procurement Code. Price or rate quotations must be documented from an adequate number of qualified sources.

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

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

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

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

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

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

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

- rationale for the method of procurement;

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

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

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

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

### 3.9.2 Selection of Service Providers through Formal Grant Process

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

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

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

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

### 3.9.3 Conflict of Interest

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

3.9.3.2 The recipient/subrecipient/subgrantee agrees that none of its employees or officers has an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The recipient/subrecipient/subgrantee further agrees that in the performance of this Agreement no person having any such interest shall be employed. The recipient/subrecipient/subgrantee will establish safeguards to prevent its staff members or subcontractors from using their positions for

a purpose that is or gives the appearance of being motivated by desire for private gain for themselves, or others, particularly those with whom they have family, business or other ties. The recipient/subrecipient/ subgrantee will require all subcontractors to comply with this Section as a condition of award.

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

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

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

#### 3.9.4 Nepotism

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

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

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

#### 3.9.5 Conducting Business Involving Close Personal Friends and Associates

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

#### 3.9.6 Property Management Standards

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

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

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

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

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

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

3.9.6.7 In the event that the recipient/subrecipient/subgrantee is indemnified, reimbursed or otherwise compensated by a third party for any loss, destruction of or damage to the property acquired with funds received under this Agreement, the recipient/subrecipient/subgrantee shall, as directed by the Awarding Entity, use such money to repair, renovate or replace the property; credit such proceeds against the state's liabilities to the recipient/subrecipient/subgrantee; or reimburse the Awarding Entity. In the event of damage or loss of a WIOA vehicle, the insurance payments shall be made to the Awarding Entity or entity holding title to the vehicle.

3.9.6.8 It is understood and agreed by the parties hereto that title to any non-expendable personal property furnished by the U. S. Department of Labor or the Awarding Entity to the recipient / subrecipient / subgrantee for use in connection with programs under this Agreement shall remain vested in the Awarding Entity. Title to property acquired or produced by a recipient / subrecipient / subgrantee that is a commercial organization shall vest in the Awarding Entity. It

is further understood and agreed that title to non-expendable personal property purchased with funds received under this Agreement shall be vested in the Awarding Entity and records of non-expendable property purchased shall be maintained in accordance with the U.S. Department of Labor Property Management and the South Carolina WIOA Procurement Standards.

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

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

### 3.10 CHANGES AND MODIFICATIONS

#### 3.10.1 Amendments

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

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

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

#### 3.10.2 Modifications

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

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

provided:

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

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

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

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

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

### 3.11 SUBCONTRACTING AND MONITORING

#### 3.11.1 Sub-tier Agreements

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

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

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

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

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

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

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

### 3.11.2 Monitoring

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

## 3.12 TERMINATION PROVISIONS

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

### 3.12.1 Termination for Convenience

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

3.12.1.2 Following receipt of the Notice of Termination, the recipient/subrecipient/ subgrantee



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

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

### 3.12.2 Termination for Cause

3.12.2.1 The Awarding Entity may terminate this Agreement when it has determined that the recipient/subrecipient/subgrantee has failed to provide any of the services specified or comply with any of the provisions contained in this Agreement. If the recipient/subrecipient/subgrantee fails to perform in whole or in part, or fails to make sufficient progress so as to endanger performance, the Awarding Entity will notify the recipient/subrecipient/subgrantee of such unsatisfactory performance in writing. The recipient/subrecipient/subgrantee has fifteen (15) calendar days in which to respond with a plan agreeable to the Awarding Entity for correction of the deficiencies. If the recipient / subrecipient / subgrantee does not respond within the appointed time, or does not respond with appropriate plans, the Awarding Entity may serve a termination notice on the recipient/subrecipient/subgrantee, which will become effective within ten (10) calendar days after receipt. In the event of such termination, the Awarding Entity shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

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

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

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

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

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

- if an appeal has been made, the amount finally determined on such appeal.

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

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

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

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

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

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

### 3.13 AUDITS

#### 3.13.1 Audits and Inspections

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

- the Awarding Entity shall have the authority to examine the books and records used by the recipient/subrecipient/subgrantee in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the Awarding Entity, the Awarding Entity reserves the right to withhold any or all of its funding to the recipient/subrecipient/ subgrantee until such time as they do meet these standards;
- the Awarding Entity shall have the authority to examine all forms and documents used including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the recipient/ subrecipient/subgrantee until such time as they do meet these standards;
- the Awarding Entity may require the recipient/subrecipient/subgrantee to use any or all of its accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement;
- the Awarding Entity reserves the right to dispatch auditors of its choosing to any site where any phase of the program is being conducted, controlled or advanced in any way, tangible or intangible. Such sites may include the home office, and branch office or other locations of the recipient/subrecipient/subgrantee if such sites or the activities performed thereon have any relationship to the program covered by this Agreement;
- the Awarding Entity shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, etc., to safeguard property and/or equipment authorized by this Agreement; and
- subject to the discretion of the Awarding Entity, certain authorized members of the Awarding Entity shall have the right to be present at any and all of the recipient's / subrecipient's / subgrantee's staff meetings, Board of Director's meetings, Advisory Committee meetings and Advisory Board meetings if an item to be discussed is an item of this Agreement.

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

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

### 3.13.2 Audit Reports

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

### 3.14 GENERAL ASSURANCES

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

#### 3.14.1 Equal Opportunity

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

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

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

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

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

Section 508 of the Rehabilitation Act of 1973, as

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

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

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

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

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

Institutions or agencies with federal grants or contracts of \$50,000 or more and 50 or more employees are required to develop a written Affirmative Action Plan to overcome the effects of past discrimination and to facilitate optimal utilization of qualified women and minorities throughout the workforce. An Affirmative Action Plan must contain a workforce utilization analysis to identify those areas in which women and minorities are under-utilized, a review of all employment policies and practices to identify and to eliminate any sources of discrimination, and a statement of numerical goals and timetables for the correction of any under-utilization identified. Although the grant or contract may involve only one unit within the institution or agency, the Affirmative Action Plan must cover all employees throughout the institution.

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

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

#### 3.14.2 Veterans Employment

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

#### 3.14.3 Relocation

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

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

employee of such business at the original location and such original location is within the United States.

#### 3.14.4 Disputes and Court Action

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

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

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

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

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

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

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

#### 3.14.6 Complaints of Discrimination

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

### 3.14.7 Complaints and Reports of Criminal Fraud, Waste and Abuse

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

### 3.14.8 Non-WIOA Remedies

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

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

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

## 3.15 OTHER STIPULATIONS

### 3.15.1 Other Stipulations Governing this Agreement

All powers not explicitly vested in the recipient/subrecipient/subgrantee by the terms of

this Agreement remain with the Awarding Entity.

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

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

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

### 3.15.2 Hold Harmless

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

### 3.15.3 Non-Federal Employees

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

### 3.15.4 Criminal Provisions

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

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

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



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

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

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

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

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

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

### 3.15.6 Unionization and Political Activity

#### 3.15.6.1 Union

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

#### 3.15.6.2 Political Activity

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

### 3.15.7 Maintenance of Effort

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

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

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

### 3.15.8 Lobbying

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

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

### 3.15.9 Suspension and Debarment

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

### 3.15.10 Drug-Free Workplace Requirements

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

- publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's/subrecipient's/ subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- establishing a drug-free awareness program to inform employees about:
  - the dangers of drug abuse in the workplace;
  - the recipient's/subrecipient's/subgrantee's policy of maintaining a drug-free workplace;
  - any available drug counseling, rehabilitation and employee assistance programs; and
  - the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);

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

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