

**ISSUANCE DATE:** February 28, 2022

**REQUEST FOR QUOTE:** 21-WIOA-01

**SUBMITTAL DEADLINE:** Tuesday, April 19, 2022, 1:00 p.m.

**TITLE:** Workforce Innovation and Opportunity Act - Youth

**Revision 3/25/2022**

Pg. 26 & Pg. 27

Wednesday corrected to

Tuesday to match the date of  
April 19, 2022.

**REQUEST:** The WorkLink Workforce Development Board serving Anderson, Oconee, and Pickens Counties will issue one Request for Proposal (RFP) by February 28, 2022. The purpose of the Request for Proposal is to competitively procure for our Local Workforce Development Area Innovative Out-of-School (age 17-24) Youth Employment and Training Services. The youth program will focus on youth that are most in-need and operate youth services under the provision and in accordance with Workforce Innovation and Opportunity Act (WIOA).

You are invited to submit a Proposal in accordance with the requirements of the solicitation contained herein.

It is requested that your Proposal be submitted to the WorkLink Workforce Development Board Office by 1:00 p.m., April 19, 2022.

The Proposals must be signed by an official authorized to bind the bidder and they must contain a statement that the request is firm for a period of at least 90 days from the date of submission.

This solicitation does not commit the SC Appalachian Council of Governments and/or WorkLink Workforce Development Board to award a Contract, to pay any costs incurred in the preparation of a Proposal or to procure or contract for the articles of goods and services. The SC Appalachian Council of Governments and/or the WorkLink Workforce Development Board reserves the right to accept or reject any or all Quotes received as a result of this Request for Proposal, to negotiate with all qualified bidders, or to cancel in part or in whole this Request if it is in the best interest of the Workforce Innovation and Opportunity Act to do so.



Trent Acker, Executive Director  
WorkLink Workforce Development Board

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## **BACKGROUND AND GENERAL INFORMATION**

### **Introduction/Purpose**

The WorkLink Workforce Development Board (hereafter “WorkLink WDB”), serving Anderson, Oconee, and Pickens Counties will issue one Request for Proposal (RFP). The Request for Proposal is to competitively procure for our Local Workforce Development Area Innovative Out-of-School (age 17-24) Youth Employment and Training Services. The youth program will focus on youth that are most in need and operate youth services under the provision and in accordance with Workforce Innovation and Opportunity Act (WIOA) regulations and the State of South Carolina (hereafter “the State”) mandates on behalf of the Local Workforce Development Area (hereafter “LWDA”). The South Carolina Appalachian Council of Governments (ACOG), through South Carolina Department of Employment and Workforce (SCDEW), is the designated entity that will be administering the Workforce Innovation and Opportunity Act (WIOA) funds on behalf of the WorkLink WDB through a contractual/grant agreement with the selected proposer or offeror. The WorkLink WDB intends to be as inclusive as possible in this solicitation. The aim is to receive a wide variety of innovative proposals that best meet the needs of the community at large and remain effective in providing quality services during a time of pandemic and financial constraints.

President Barack Obama signed the **Workforce Innovation and Opportunity Act (WIOA)** into law on July 22, 2014. The Workforce Innovation and Opportunity Act is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. The enactment of WIOA first full program year was effective July 1, 2015. WIOA provides opportunity for reforms to ensure the American Job Center system is job-driven, responding to the needs of employers, and preparing workers for jobs that are available now and in the future. WIOA supersedes the Workforce Development Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. **The U.S. Department of Labor (DOL) has a website for the latest on WIOA regulations: [www.doleta.gov/WIOA](http://www.doleta.gov/WIOA).**

In the WorkLink Area (Anderson, Oconee and Pickens Counties, SC), the WorkLink WDB and the Appalachian Council of Governments envision a system that meets the needs of residents and businesses alike. The vision of the WorkLink WDB is to have a fully employed, skilled workforce in Anderson, Oconee, and Pickens counties, South Carolina. The vision of the WorkLink Youth Committee is to have youth, educated and prepared for self-sufficiency in work and life. The mission of the WorkLink Youth Committee is to facilitate collaboration and the delivery of services for youth, leading to educational, workplace, and personal success.

**Any public, private non-profit, or private for-profit organization may submit Proposals in response to this solicitation.**

The timeframe for this request for proposals is July 1, 2022 - June 30, 2023, for Program Costs, including program staff, operating costs, program staff and acquisition of equipment.

Based upon funding availability and other factors, the Appalachian Council of Governments and/or WorkLink WDB may extend a contract grant resulting from this Request for Proposal if it appears to be in the best interest of the Workforce Innovation and Opportunity Act and is agreeable with the grantee. The original grant period plus applicable extensions may be less than but shall not exceed four (4) total years. Similarly, the number of participants served and/or associated costs may be increased or decreased accordingly at any time during a grant period if agreeable with the grantee or necessitated by changes in fund allocation or fund availability. Past year's performance measures (must meet or exceed) will be a critical consideration to any decision to extend a contract/grant. Negotiation must occur each year to set budgets and expected performance outcomes. When the contracting parties are unable to agree on the terms and conditions for extending a contract/grant, the alternative will be to terminate the existing contract/grant. These conditions may change pending further guidance from the State or from USDOL.

If it becomes necessary to revise any part of the Request for Proposal, all such revisions will be provided in writing to all proposers or offerors. **Verbal comments or discussion relative to this solicitation will not add, subtract, or modify any written provisions contained herein. Any alteration must be in the form of a written revision to all proposers or offerors.**

**Disclaimer:** WorkLink Workforce Development Board may request modification of program design or the delivery of services due to WIOA Rules and Regulations, changes in Terms and Conditions, Training and Employment Guidance Letters (TEGL), Code of Federal Regulations (CFR), Policies, Procedures, etc. at any point in the contract./grant period. Should a request for a change occur, bidding organizations or service providers must allow for any changes to be made to the program design, delivery services, or any other area identified by legislation, DOL or State guidance, and/or Local Workforce Development Board (LWDB)/Youth Committee direction. WorkLink WDB staff will assist bidding organizations or service providers in the redesign to ensure consistency and compliance with WIOA regulations and requirements, DOL, State, LWDB, and Youth Committee policy.

The Appalachian Council of Governments will administer grants awarded by the WorkLink Workforce Development Board through this Request for Proposal. The Appalachian Council of Governments will require proposers selected for funding to participate in contract/grant negotiations involving cost levels, technical correctness, and/or other necessary revisions to their proposal prior to grant finalization and execution. Negotiations may be done in person, written communication, video

conferencing when deemed necessary, or by telephone, depending on the level of involvement of the required revisions and agreements between parties. Additionally, grant amounts may be adjusted by the WorkLink Workforce Development Board and/or the Appalachian Council of Governments based on final allocation figures.

Approximate amount of funding available under this RFP is **\$600,000**.

**Stevens Amendment:** This solicitation is supported by the U.S. Department of Labor as part of an approximate award amount totaling \$600,000 with \$0 (0%) state, local and/or non-governmental funds.

**Mandatory/Priority:** At least 20 percent of the funds allocated to the local area shall be used to provide youth participants with paid and unpaid work experience activities identified on **P. 7-8 (C) (i-iv) listed under Required Program Elements for Youth Participants.**

## **WIOA Youth Program Description**

### **Basic Youth Participant Eligibility Requirements**

The following participant eligibility criteria are termed “Basic” because additional criteria may be required when seeking particular activities or services in other elements of the one-stop delivery system. An individual eligibility determination shall be determined by South Carolina Works Online Services (**SCWOS**) and meet the following definition.

### **Out-of-School Youth:**

1. Not attending any school (as defined by State law)
2. An individual 16-24 years of age (the WorkLink Youth Committee’s focus will be age 17-24 at time of enrollment)
3. Reside in Anderson, Oconee, or Pickens Counties, **and**
4. Is an individual who has one or more of the following barriers:
  - a. A school dropout
  - b. A youth who is within the age within the compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter
  - c. A recipient or secondary school diploma who is a low-income individual and is-
    - i. Basic skills deficient; or
    - ii. An English language learner
  - d. An offender, (an individual who is subject to the juvenile or adult justice system)
  - e. A homeless individual, a homeless child or youth, a runaway, in foster care or has aged out of the foster care system, a child

eligible for assistance under the Social Security Act, or an out-of-home placement.

- f. An individual who is pregnant or parenting
  - g. A youth who is an individual with a disability
  - h. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.
  - i. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant youth (age 17-24) in need of work-readiness skills to include soft skills, life skills, occupational skills, and lack of work experience?
- 5. Authorized to work in the United States (I-9)
  - 6. Registered for selective service (applies to males 18 and older)

#### **In-School Youth:**

- 1. Attending any school (as defined by State law) including secondary and post-secondary school
- 2. An individual 14-21 years of age (the WorkLink Youth Committee's focus will be age 18-21 at time of enrollment)
- 3. A low-income individual
- 4. Reside in Anderson, Oconee, or Pickens Counties, **and**
- 5. Is an individual who has one or more of the following barriers:
  - a. Basic skills deficient
  - b. An English language learner
  - c. An offender
  - d. A homeless individual, a homeless child or youth, a runaway, an individual in foster care or has aged out of the foster care system, a child eligible for assistance under the Social Security Act, or an out-of-home placement.
  - e. An individual who is pregnant or parenting
  - f. A youth who is an individual with a disability or
  - g. An individual who requires additional assistance to complete an educational program or to secure or hold employment.
  - h. An individual who requires additional assistance to complete an education as determined by local area: (1) Does the applicant's physical, mental, emotional, or learning disability result in a substantial barrier to employment or to education? (2) Does applicant lack reliable transportation, defined as not having a valid driver's license or access to an automobile? (3) Is the applicant youth (age 17-24) in need of work-readiness skills to

include soft skills, life skills, occupational skills, and lack of work experience?

6. Authorized to work in the United States (I-9)
7. Registered for selective service (applies to males 18 and older)

Note that the term “low-income” used with respect to an individual also includes youth living in a high-poverty area.

### **Required Program Elements for Youth Participants**

Youth funds allocated to a local area shall be used to carry out eligible youth programs that provide:

- **Eligibility**-Under WIOA all youth participants must meet eligibility criteria. The youth participant must be certified and determined eligible for any WIOA funded program activities. Certification **must be** complete prior to enrollment.
- **Objective Assessment** - Each participant shall be provided with an objective assessment of his/her academic levels, skill levels, employment skills, prior work experience, employability, and service needs of each participant at the time of enrollment into WIOA activities. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes (including interests and aptitudes for nontraditional jobs), and work readiness needs. Reasonable accommodations for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. The service provider may assess supportive service needs and developmental needs of participants for the purpose of identifying appropriate services and career options.
- **Individual Service Strategy (ISS)** - Develop an individualized service strategies (ISS) with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information and that are directly linked to one (1) or more of the WIOA performance outcomes (see Youth Performance Measures Expectations, p.16). The ISS must be documented in the SCWOS System in a timely manner. The ISS will be developed **with** the participant. The ISS shall identify career pathways that include the participant’s educational and employment goals (including appropriate circumstances, nontraditional employment), appropriate services for the participant considering the objective assessment described above. The ISS is a plan that should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur. Also, included in eligible youth programs:
  - a. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential;

- b. Preparation for postsecondary educational and training opportunities;
  - c. Strong linkages between academic instruction, academic content, and occupational education that lead to the attainment of recognized postsecondary credential;
  - d. Preparation for unsubsidized employment opportunities, in appropriate cases; and
  - e. Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets;
- **Youth Applicants Not Meeting Enrollment Requirements/Referral** - Each service provider of a program of youth workforce development activities shall ensure that an eligible youth applicant who does not meet the enrollment requirements of the WIOA youth program or who cannot be served shall be referred for further assessment, as necessary. A referral to appropriate training and educational programs that have the capacity to serve the participant either on a sequential or concurrent basis to meet the basic skills and training needs of the applicant. The referral(s) must be noted in the participant's file and followed up on.
  - **Supportive Services** - Supportive services needs are those necessary to assist participants to be successful in achieving their goals. This may include transportation, childcare, dependent care, work-related tools and clothing, housing, etc. To the extent possible, programs should address supportive service needs through leveraging existing resources and other partnerships before expending WIOA funds. (20 CFR 681.570). Supportive services needs should align with the ISS plan goal(s).

**Additional Fourteen (14) Youth Program Elements** - The Workforce Innovation and Opportunity Act Section 129(c) (2) requires that the following fourteen (14) youth program elements are available for youth in their local area. However, a local program is not required to provide all additional youth elements to every participant. Local youth program operators must determine what youth program elements will be provided to each youth participant based on the participant's objective assessment and individualized service strategy (ISS). We envision that each youth will participate in more than one of the youth program elements required as part of any local youth program and all youth will receive twelve (12) months of follow-up services. In order to support the attainment of a secondary school diploma or its recognized equivalent, entry into postsecondary education, and career readiness for participants, the key program components described above shall include youth program elements consisting of:

(A) Tutoring, study skills training, instruction, and evidence-based drop-out 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 postsecondary credential;



- (B) Alternative secondary school services, or dropout recovery services, as appropriate;
- (C) Paid and unpaid work experiences that have as a component academic and occupational education, which may include the following types of work experience:
- i. Summer employment opportunities and other employment opportunities available throughout the school year;
  - ii. Pre-apprenticeship programs;
  - iii. Internships and job shadowing; and
  - iv. On-The-Job training opportunities;
- (D) Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned 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, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
- (G) Supportive services;
- (H) Adult mentoring for the period of participation and a subsequent period (after program participation), for a total of not less than 12 months;
- (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 exploration services; and
- (N) Activities that help youth prepare for and transition to postsecondary education and training.

### **General Definitions**

It will be the responsibility of the proposers or offerors to have a working knowledge of the WIOA Act and Regulations and Training and Employment Guidance Letters (TEGL).

The U.S. Department of Labor (DOL) has a website for the latest on WIOA Regulations:

- [www.doleta.gov/WIOA](http://www.doleta.gov/WIOA)
- <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>
- <https://wdr.doleta.gov/directives/eSearch.cfm?n=tadv&q=WIOA+Youth>

**Act** - The Workforce Innovation and Opportunity Act (WIOA) of 2014 amends the Workforce Investment Act of 1998.

**Administrative Entity** - The entity (South Carolina Appalachian Council of Governments) designated by the three-county committee Chairs to administer the Workforce Innovation and Opportunity Act plan for the counties of Anderson, Oconee, and Pickens in South Carolina.

**Agreement** - A grant agreement, which includes the WIOA Terms and Conditions Part III (revised 11/22/2016) and WorkLink Local Addendum to Terms and Conditions Part III, between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Sub-recipients.

**Basic Skills Deficient** - Is defined as an individual that has English reading, writing, or computing skills at or below the 8<sup>th</sup> grade level on a generally accepted standardized test; or is unable to compute or solve problems, or read, write or speak English at a level necessary to function on the job, in the individual's family, or in society. WIOA Sec.3(5) (B).

**Capital Improvement** - Any modification, addition, restoration, or other improvement:

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

**Career Pathway** - A combination of rigorous and high-quality education, training, and other services that aligns with the skill needs of industries in the economy of the State or regional economy involved. Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the "National Apprenticeship Act"). To include counseling to support an individual in achieving the individual's education and career goal; 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 needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable; enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one (1) recognized postsecondary credential; and helps an individual enter or advance within a specific occupation or occupational cluster.

**Career Planning** - The provision of a client-centered approach in the delivery of services designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce development activities and supportive services, using, where feasible, computer-based

technologies; and to provide job, education, and career counseling, as appropriate during program participation and after job placement.

**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.

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

**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.

**In-School** - An eligible youth who is attending school (as defined by State law), a low income individual and meet one or more youth barriers defined under WIOA Act Section 129(a) (1) (C).

**Local Workforce Development Areas (LWDA)** - The county or counties designated by the Governor to administer the Workforce Innovation and Opportunity Act in a designated area.

**Out-of-School** - An eligible youth who is a school dropout, or within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter, a recipient of a secondary school diploma or its recognized equivalent, a low-income individual, basic skills deficient or an English language learner, and meet one or more youth barriers defined under WIOA Act Section 129(a) (1) (B).

**Participant** – Is a reportable individual who has satisfied all applicable program requirements for the provision of services, including eligibility determination, an objective assessment, and an individual service strategy, and received one (1) of the fourteen (14) Youth program elements identified under WIOA Act Sec.129(c) (2).

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

**SCWOS** - South Carolina Works Online Services - The Management Information System which captures participant demographic, economic and personal characteristics, services received and outcomes and the eligibility requirements for the various funding sources.

**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.

**Sub-recipient or Sub-grantee** - The legal entity to which a sub-grant is awarded and which is accountable to the recipient or direct grantee for the use of the funds provided.

**TEGL**- Training and Employment Guidance Letter; issued by U S Department of Labor (USDOL). See page 8 for WIOA resources.

**TEN** - Training and Employment Notice; issued by USDOL.  
See page 8 for WIOA resources

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

**Wagner-Peyser** - The federal legislation to provide for the establishment of a national employment system of a public labor exchange.

**Work Experience (WEX)** - A short-term and/or part-time work assignment with an employer (private sector, public sector, and non-profit agency) that is subsidized or unsubsidized and which provides an individual with the opportunity to acquire skills and knowledge necessary to perform a job, including appropriate work habits and behaviors, combined with classroom or other training, including internships, and job shadowing.

**Work Readiness Skills** - Work Readiness Skills include world of work awareness, labor market information/knowledge, occupational information, career planning, decision making, soft skills, and job search techniques (resumes, Proposals, interviews, and follow-up letters).

**Youth Committee** - A subgroup within each Local Workforce Development Board (WDB); appointed by the Local WDB, in cooperation with the chief elected official(s) for the local area. The Youth Committee will have membership as designated in WIOA and will recommend youth service providers who are selected through a competitive process, provide information, assist with planning, operational, conduct oversight of eligible providers of youth activities, and other duties determined to be appropriate by the local WDB.

## **Key Events and Dates**

### **Proposed timeline:**

|  |                   |
|--|-------------------|
| 1. Contract/Grant Proposal Issued/Released   | February 28, 2022 |
| 2. Bidder's Conference   | March 28, 2022    |
| 3. Deadline for Receipt of Formal Proposals by WorkLink<br>Workforce Development Board | April 19, 2022    |
| 4. Formal Review Process of Proposal Begins  | April 21, 2022    |
| 5. Written Notification to Successful Bidders  | May 09, 2022      |
| 6. Contract/Grant Negotiation Begins   | May 12, 2022      |
| 7. Contract/Grant Issued   | June 13, 2022     |
| 8. Program Year 2022 Contract Begins   | July 01, 2022     |

## **SCOPE OF SERVICES**

The proposer or offeror agrees to enroll and serve WIOA eligible out-of-school youth (age 17-24), as emphasized by the LWDA. Eligible youth participants must reside in Anderson, Oconee, and Pickens counties funded under the Workforce Innovation and Opportunity Act (WIOA) Title I youth program. Proposer or offeror must be capable and able to offer:

- services strategies that include labor market information, career interest, educational and employment goals using career pathways and work readiness preparation, including soft skills development and meaningful work experiences to WIOA youth participants;
- strong linkages between academic instruction and occupational education; and
- effective connections to employers in in-demand industry sectors and occupations.

Proposer or offeror must make available to all participants the fourteen (14) youth program elements, meet enrollment goals, meet or exceed federally required youth performance measures, meet budget expenditure requirements, and prioritize Work Experience opportunities for Youth. (Each local area is mandated by law to spend at least 20 percent of the funds allocated to the local area on work-based learning opportunities. To fulfill this requirement, WorkLink offers Youth participants paid and unpaid work experience and activities listed under the work experience program element; therefore, the selected provider will be required to expend Work Experience funds in a timely manner each year.) Continued contractual relationships between WorkLink and the selected service provider will be dependent on the service provider's ability to meet these requirements.

Proposer or offeror must be capable and able to provide quality services and training to WIOA youth participants including youth with disabilities according to the WIOA Act of

2014 Final Rules and Regulations in all three counties. During extenuating circumstance (i.e., Covid-19 pandemic and/or shut down, etc.), the proposer or offeror must be capable of transitioning to remote delivery of services. Proposer or offeror will be accountable to the WorkLink Workforce Development Board and Youth Committee.

It will be the responsibility of the proposer or offeror to have a working knowledge of the WIOA Act of 2014 Final Rules and Regulations and Training and Employment Guidance Letter (TEGL). **The U.S. Department of Labor (DOL) has a website for the latest on WIOA regulations: See Page 8 for WIOA resources.**

### **Program Design Requirements**

Successful proposer or offeror who becomes a program operator for youth program activities must be able to accomplish, implement, and deliver the following program design requirements:

#### **Case Management**

Case Management must be provided to ensure all youth are successful. Case Management is a participant-centered, goal-oriented approach to the delivery of services designed to coordinate comprehensive educational, employment, and career pathway goals and plans to ensure that participants have access to necessary training and support services.

1. **Participant Recruitment and Screening.** Responsible for recruitment and screening applicants for eligibility and suitability to participate in the applicable activity and/or service under the provisions of WIOA and any contractual agreements resulting from this Request for Proposal. Proposer or offeror must develop/outline a detailed recruitment plan including outreach activities to recruit eligible youth in accordance with the youth eligibility requirements.
2. **Participant Referral.** Refer screened applicants to appropriate partner programs for determination of need for services not otherwise provided by the service provider. Proposal must demonstrate/outline in detail how the youth service provider will coordinate with other community agencies that are equipped to handle those referrals for ineligible youth that do not meet the WIOA youth eligibility requirements. See **P.7-Applicants Not Meeting Enrollment Requirement/Referral.**
3. **Participant Orientation.** Provide all youth with a WIOA program orientation regarding the full array of applicable or appropriate services that are available through WIOA Title I youth programs and all services that are available through the

SC Works Centers prior to providing services. Documentation of the orientation must be filed and maintained in the participant's official WIOA file folder. Orientation will include youth completing a Participant Rights Handout and being advised of their rights and responsibility and appeal process under the WIOA program.

4. **Objective Assessment.** Each participant shall be provided with an objective assessment of his/her academic levels, skill levels, employment skills, prior work experience, employability, and service needs at the time of enrollment into WIOA activities. Standardized assessment tests will be used for assessment of basic skills, career interests and aptitudes (including interests and aptitudes for nontraditional jobs), and work readiness needs. Reasonable accommodations for individuals with disabilities and/or special needs will be provided to allow for participation in the assessment process. The objective assessment must be documented in the South Carolina Works Online Services (SCWOS) as the first service and point of enrollment. The objective assessment is a more detailed examination of barriers to employment and results in recommendations to be incorporated into the development of a person's Individual Service Strategy (ISS). These might include a combination of the following: educational attainment; employment history; more in-depth information about basic literacy and occupational skill levels; interests; aptitudes; family and financial situation; emotional and physical health, including disabilities; attitudes toward work; motivation; and supportive service needs.  
The service provider may assess supportive service needs and developmental needs of participants, for the purpose of identifying services to help individuals to make decisions about appropriate educational, employment, and career pathway goals. Meaningful service planning cannot occur without effective assessment practices.
5. **Participant Activity Codes.** Enter and maintain appropriate WIOA program activity codes in the SCWOS System in a timely manner. WorkLink will provide the activity codes, timeline, and definitions.
6. **Program/Case Closure.** Close individual cases in the SCWOS System in a timely manner when no further services are planned, expected, or identified on the ISS.
7. **Individual Service Strategy (ISS).** Develop an individualized service strategies (ISS) with each youth participant that will reflect and utilize the information obtained from the objective assessment, individual interviews, and other sources of information and that are directly linked to one (1) or more of the WIOA performance outcomes (see Youth Performance Measures Expectations, p.16).

The ISS must be documented in the SCWOS System in a timely manner. The ISS will be developed with the participant. The ISS shall identify career pathways that include the participant's educational and employment goals (including appropriate circumstances, nontraditional employment), appropriate services for the participant considering the objective assessment described above. The ISS plan should describe activities, and supportive services the participant will receive to achieve those mutually agreed upon goals, objectives, and services. The ISS is a plan that should be used to track services to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur.

8. **Participant Goal Attainment.** Enter goal attainment of the ISS and other applicable participant related information into the SCWOS System in a timely manner. Maintain in file all pre-testing, progress testing, and post-testing documentation, grade reports, test scores, time and attendance records signed by participant and instructor or activity supervisor, documents showing skills acquired, certificates of completion issued, State certified licenses, credentials, diplomas, etc.
9. **Contractor/Grantee Staff Orientation.** Provide WIOA program orientation to all staff members funded in full or in part with WIOA funds. In addition to receiving program orientation, each funded staff member must be given a copy of the "Statement of Work" section of any contractual agreement resulting from this Request for Proposal. Documentation of staff orientation and proof of receipt of a copy of the Statement of Work must be maintained in the contractor's central file system.
10. **On-going Assessment.** Program operator will be required to provide on-going assessment of participant's capabilities and potential for obtaining educational, employment and training goals, career pathway goals, and the need for supportive services.
11. **Job Placement.** Program operator will be required to coordinate the development and maintenance of an effective job placement system and coordinate with the appropriate local SC Works Center to support the anticipated placement needs of WIOA participants.
12. **Comprehensive Case Management.** The WIOA program will be required to provide experienced case managers in sufficient amounts to meet the needs of the active WIOA participant caseload. The program operator will provide comprehensive case management services to youth participants as part of the



year-round service strategy. Youth program staff will be expected to work closely with the youth participant to provide support and guidance, address needs and barriers, solve problems, serve as role models, and assist in the attainment of the objectives and goals agreed upon in the individualized service strategies (ISS). The ISS benchmarks will be used to measure progress and will be reviewed and updated by youth program staff to arrange for needed services, identify and address concerns as they arise, and document progress made during participation.

Regular personal contact between a case manager and the youth participant is essential. The frequency of the contact is based on an assessment of the participant's needs and ISS goals as they move through the process. At a minimum, monthly contact must be made with each youth participant. More frequent contact may be needed in certain circumstances. Case managers are to provide support and intervention in time of crisis and assist in the development and implementation of a crisis plan. The youth participant should be aware that he/she has support and accountability in working to achieve his/her goals.

Documentation and monthly case notes are required and must be entered into the participant's case record and/or the SCWOS System in a timely manner. Case note summaries should detail contacts per participant, missed appointments and attempted contacts, services provided to the participant, progress, barriers, interventions, and successes of the participant, etc. All WIOA staff is expected to be informed of, and adhere to, professional standards of client confidentiality. Staff with access to or control over WIOA youth participant records or other confidential information are expected to safeguard such information.

13. **Youth Linkages/Coordination of Services**. Proposer or offeror should demonstrate a willingness and ability to coordinate and collaborate with programs and services provided by state and local education, public assistance agencies, community agencies, businesses, SC Works Centers, rehabilitation agencies, programs for the homeless, post-secondary institutions, economic development agencies, other service providers and training agencies, and such other agencies as the Governor determines to have a direct interest in the employment and training program and human resource utilization within the State.
14. **Coordinate the use of WIOA Funds when other Federal or non-Federal Funds are received by the WIOA participant**. Program operator will be required to coordinate the use of WIOA funds with other agencies providing grants or aid to WIOA participants when applicable, to prevent the use of WIOA funds for

duplication of services. In addition, the disclosure of any/all funding sources outside of WIOA funding will be required.

15. **Record of Hours Worked or Time Sheet**. Program operator will be required to maintain a record of “**Hours Worked or a Time Sheet**” on all staff members funded in full or in part with WIOA funds in any contractual agreement resulting from this Request for Proposal. Such record shall reflect actual hours worked and employee paid time off, such as vacation, sick leave, personal days, holidays, etc. during each pay period. The record of hours worked (or time sheet) shall be signed by the employee and the employee’s supervisor. The record or the time sheet must also reflect the time allocated to any/all WIOA projects, as well as any other non-WIOA projects.
16. **Professional Development of WIOA Funded Staff**. Program operator will be required to support the continued professional development of fully or partially WIOA funded staff through attendance at WIOA related professional development training opportunities and WIOA announced Service Provider meetings. Prior approval is required for training opportunities, travel, and incurred expenses outside of the Local WIOA region.

### **Performance Expectations**

| PY 21 Youth Performance Measures  | Minimum Levels |
|---|----------------|
| Education or Training Activities or Employment in the 2 <sup>nd</sup> Quarter after Exit. | 83.5 %         |
| Education or Training Activities or Employment in the 4 <sup>th</sup> Quarter after Exit. | 80.60%         |
| Median Earnings   | \$2865         |
| Credential Attainment Rate  | 78.20%         |
| Measurable Skill Gains  | 60.6%          |

**These youth performance measures are for PY 21 and levels are subject to change.**

Successful contractor/grantee will be notified of updated youth performance measures for PY '22 as they become available.

## **Program Administration Requirements**

### **Fiscal Record Keeping**

The proposer or offeror's administrative and fiscal capabilities will be assessed by a review of the completion of the Pre-Award survey, which must be completed before grants are finalized. A representative of the Appalachian Council of Governments may visit the offering entity to affirm certain items of the survey. Any serious discrepancies found will be brought to the attention to the WorkLink Workforce Development Board prior to grant finalization and could result in the cancellation of the commitment to fund.

In general, proposers or offerors who become program operators as a result of this RFP will be required to maintain records for a time period sufficient to cover Data Validation and Audits; however, not to exceed five (5) years.

### **Subcontracting**

The proposer or offeror may purchase or subcontract for the services and/or activities specified in the Scope of Work and Budget only with the prior written approval of such subcontracts and subcontractors by the WorkLink WDB, 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 proposer or offeror, in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, the WorkLink WDB is in no way liable to the subcontractor. In order to ensure the proposer or offeror must submit to the WorkLink WDB subcontract agreements for review upon request.

### **Reporting**

The successful proposer or offeror who becomes a program operator will be required to submit a Monthly Request for Payment Invoice to the WorkLink Workforce Development Board by the 10<sup>th</sup> calendar day of each month. Appropriate supporting backup documentation for the requested payment must be attached to each invoice submitted.

The successful proposer or offeror who become program operator will also be required to submit an Annual Financial Closeout Report to the Workforce Development Board by August 10<sup>th</sup>.

The Program Operator will be required to abide by all requirements of the South Carolina Works Online Services (SCWOS) Users Guide, which specifies common definitions and reporting of participant demographic, economic and personal characteristics, services received, outcomes, and the eligibility requirements for the various funding sources. Contractors will be required to collect and enter the participant personal, demographic, service activity experiences and outcome information using the SCWOS System and SCWOS forms. The WorkLink WDB Staff will provide training for program operators with regards to eligibility, reporting requirements, SCWOS forms, intensive services, case notes, performance, etc.

In addition to the contract/grant statement of work, program operators will be expected to comply with all Federal, State and Local Instruction Letter(s).

The successful contractor/grantee will be required to provide monthly, bi-monthly, or quarterly progress reports of program performance and expenditures in comparison to the deliverables agreed upon in the contract.

Successful proposers or offerors who become program operators will be required to submit accurate, current, and complete disclosure of the financial results of the WIOA contract/grant activities in accordance with SCDEW grant reporting requirements monthly. The successful proposer or offeror must report all allowable costs and activities, must identify and maintain in-house methodology for Individual Fund Tracking (IFT) for obligations, expenditures, and Individual Training Accounts (ITA) for participants. This information and reports must be available upon request by DOL, SCDEW, or WDB staff.

The successful proposer or offeror must utilize the Advanced Individual Fund Tracking Module (AIFT) in SCWOS in order to provide timely and accurate data on obligated and paid participant costs/funds spent directly on WIOA Title I participants.

The successful proposer or offeror who becomes a program operator will also be required to submit all other necessary forms, documents, and/or reports that may be required from time to time. Additionally, these forms, documents and/or reports may be altered as necessary in the future to meet requirements of the WIOA Management Information System.

#### Audits

In accordance with 2 CFR Part 200 and 2 CFR Part 2900, successful proposers must submit all finalized audit reports to the Awarding Entity within thirty (30) calendar days of receipt.

**All WIOA funding will be subject to the OMB circular 2 CFR Part 200 and 2 CFR Part 2900. The successful bidder will need to be familiar with the OMB circulars, and should reference TEGL 15-14 and Implementation of Uniform Guidance Regulations for further information.**

[https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/1\\_UG%20Circulars%20DOL%20Applicability%20Chart\\_2021%201-3-2022.pdf](https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/1_UG%20Circulars%20DOL%20Applicability%20Chart_2021%201-3-2022.pdf)

#### Monitoring & Evaluation

The successful proposer or offeror who becomes a program operator will be required to develop internal monitoring procedures to ensure that program operations are conducted in compliance with the WIOA Final Rules and Regulations, and any contractual/grant agreement resulting from this Request for Proposal

## **Documents Required of Selected Bidders**

Successful proposer or offeror will be required to provide the following information prior to the effective date of the grant:

1. Current fiscal statement and copy of last audit
2. Bonding agreement
3. Evidence of signatory authority
4. Financial reporting signatory authority
5. Copy of indirect cost plan and approval letter by cognizant agency
6. Suspension and debarment certification
7. Staff cost allocation plan/rate for Adult Program/Youth Program
8. Certification of drug free workplace
9. Certification of lobbying activities
10. Federal ID Number
11. List of current board members of governing body
12. Organizational chart
13. Grievance procedures
14. Staff/personnel travel policies
15. Charter and by-laws of organization
16. Banking agreements
17. Copy of General Liability Policy
18. Job Descriptions of Personnel Funded by WIOA (fully or partially)

### **South Carolina Law Clause**

Upon award of a grant under provisions of this Request for Proposal, the entity to whom the award is made, must comply with the laws of South Carolina, which require such entity to be authorized and/or licensed to do business in the State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed to do business in the State; by submission of its signed proposal, the proposer agrees to subject itself and agency to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under any contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

### **Indirect Costs**

All proposers or offerors who include indirect costs as a part of their proposal budget must have an indirect cost plan approved by their cognizant agency. Proposers or offerors must include a listing of all items included in the indirect cost pool.

### **Carryover Activities**

Participants who are currently receiving services through WIOA and who will not complete them prior to June 30, 2022, must receive continued services until their service plans have been completed (subject to their adherence to the local area's satisfactory progress policy). Participants who have enrolled in WIOA, but have not received a service, must have a service strategy or employment plan completed and services provided to them in accordance with the individual service strategy. Entities

who are not currently serving as WIOA contractor/subgrantees may be required to assume responsibility for participants of an existing contractor/subgrantee. If this occurs, the specifics of this arrangement, including the associated cost for serving these participants, will be addressed in negotiations with the new service provider.

#### Participant Time and Attendance

The successful proposer or offeror who becomes a program operator will be required to document participant's time and attendance throughout the period the participant is receiving training or services. Participants must abide by the attendance policy of the training provider. Time sheets must be signed by the participant and verified by the case manager, classroom instructor, training, or worksite supervisor, and maintained in the participant's official WIOA file.

#### Participant Files

The successful proposer or offeror who becomes a program operator will be required to maintain WIOA participant files as specified in any contractual/grant agreement resulting from this Request for Proposal.

#### Payments Made on Behalf of Participants

Participants may be eligible to receive supportive service payments and/or incentive payments. Work Experience payments must be paid in the form of an hourly stipend to a participant that meets the Fair Labor Standard Act (FLSA) trainee criteria and participates in an established work experience with a trainee status.

The proposer or offeror contractor/grantee will be required to make sure that there are checks and balances between the maintenance of timesheets or other source documents, and the cutting and distribution of checks on behalf of the participants. Failure to document fully the basis for issuing any of the aforementioned payments made on behalf of participants may result in disallowed costs. The contractor/grantee must reimburse disallowed costs to the Local Workforce Development Area from Non-WIOA fund sources.

#### Insurance for Participants

1. Classroom Training -The South Carolina Department of Workforce (SCDEW) will provide Accident Insurance Coverage for WIOA participants participating in training conducted in a typical classroom training environment.
2. Work Experience and Limited Internships -The South Carolina Department of Workforce (SCDEW) will provide Accident Insurance Coverage for WIOA participants while they are participating in scheduled, supervised, or sponsored activities verifiable training conducted in a typical work experience or limited internship, if applicable (generally, training conducted on an employer's work site).
3. The proposer or offeror who becomes a contractor/grantee will be required to provide general liability insurance certificate coverage and verification obtained annually as part of compliance documents.

### Refund Policy

Proposers or offerors who become contractor/grantees will be required to establish an internal refund policy and procedure for retrieving any unused tuition funds when a WIOA participant enrolled in tuition-based training concludes early.

### Type of Contract/Grant

Based on the type of proposing entity, contracts/grants may be offered to successful proposers or offerors as follows.

Funded public, private non-profit, and private for-profit entities will be offered Cost Reimbursement Contracts/Grants. Proposed profit margins may not exceed eight percent (8%) of the total requested grant amount. Criteria for profit may apply.

Reference 2 CFR Part 200 and 2 CFR Part 2900 - Procurement Guidance, Department of Labor (DOL), and South Carolina Department of Employment and Workforce (SCDEW).

WorkLink WDB has the option to extend a contract with a Service Provider pending the following caveats are met:

- The grant should not exceed four (4) total years.
- The grantee must meet or exceed performance.
- The administrative entity and the grantee must negotiate each budget year.
- The administrative entity will issue performance measures each year after negotiation with the State.

**These conditions may change pending further guidance from the SCDEW or USDOL.**

### Criteria for Profit

Criteria for profit may be established by the LWDA. Each established criterion must be able to be verified and validated by the LWDA. Criteria for profit may be used to evaluate the proposers or offerors request for payment of profit. Payment of profit to the selected proposer or offeror may be payable on a monthly, quarterly, mid-year, or end of year (close out) basis. Criteria for profit may be negotiated with selected proposer or offeror.

Affirmative Action (Executive Order 11246, as amended by Executive Order 11375, and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended)

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

Institutions or agencies with federal grants or contracts of \$50,000 or more and 50 or more employees are required to develop a written Affirmative Action Plan to overcome

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

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

The recipient/subrecipient/subgrantee will not discriminate against any employee or applicant for employment or training because of physical or mental disability in regard to any position for which the employee or applicant for employment is otherwise qualified.

The recipient/subrecipient/subgrantee shall establish an Affirmative Action Plan for outreach to, and training, placement and advancement of, individuals with disabilities in employment and training programs under the Act.

#### Regulations and Requirements

The recipient/sub-recipient/sub-grantee must comply with the following federal regulations and requirements:

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
3. 2 CFR Part 200 and 2 CFR Part 2900 Uniform Administrative requirements, cost principles, and audit requirements for federal awards including 2 CFR Appendix II to part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards.
4. 48 CFR Part 31 (applies to commercial organizations);
5. Section 504 of the Rehabilitation Act of 1973, as amended;
6. Section 508 of the Rehabilitation Act of 1973, as amended;
7. Age Discrimination Act of 1975, as amended;
8. Title IX of the Education Amendments of 1972, as amended;
9. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule);
10. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38) and Section 188 of the Workforce Development Act of 1998;
11. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
12. Title VI of the Civil Rights Act of 1964, as amended;



13. Title VII, Civil Rights Act of 1964, as amended, Section 2000e-16, employment by Federal Government;
14. Equal Pay Act of 1963, as amended;
15. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Development Act of 1998 (WIOA);
16. 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;
17. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
18. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
19. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

## **PROPOSAL GUIDELINES**

### **General Submission and Format Instructions**

#### **Delivery of Proposal**

Proposals will be received by the WorkLink Workforce Development Board until 1:00 p.m. on Tuesday, April 19, 2022. Any proposal received after the scheduled date and time will be immediately disqualified in accordance with the S.C. Consolidated Procurement Code and Regulations. Proposals may be hand delivered or mailed to:

Trent Acker, Executive Director  
WorkLink Workforce Development Board  
1376 Tiger Blvd., Suite 102  
Clemson, SC 29631

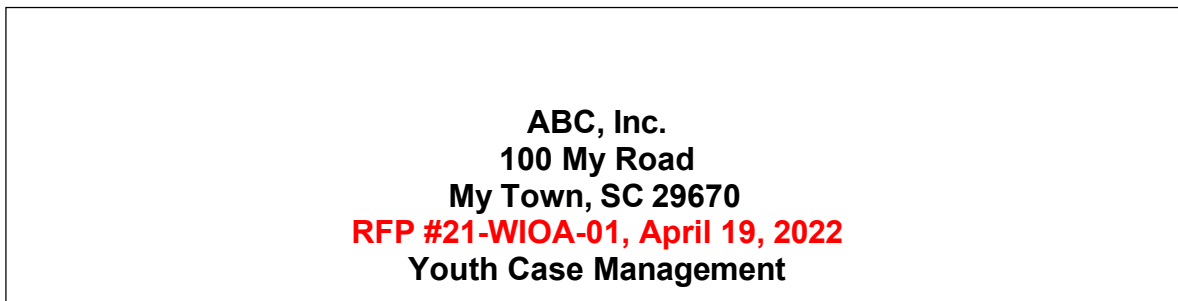
Late proposals will not be considered regardless of the delivery method chosen by the proposer or offeror. Late proposals will not be opened and will only be returned at the request and expense of the proposer or offeror.

#### **Number of Proposals to be Submitted Under Seal, Etc.**

Each proposer or offeror is to submit an original and eight (8) typed copies of each proposal under seal. The original of each proposal should have an original signature and be clearly marked "**Original Copy**" on the outside of the binder. Each copy of the proposal should be bound in a single binder. All documentation submitted with the proposal should be bound in that single binder. Each copy should be three (3) hole punched.

The proposer or offeror is required to have typed or written on the envelope or wrapping containing the Proposal the RFP # (21-WIOA-01), the RFP date (April 19, 2022), and the program and activity for which funding is being requested. Pages of Proposals should be numbered.

An example of proper labeling of a Proposal as follows:



#### Format for Proposal

Proposals are to be prepared in a manner designed to provide a straightforward presentation of the proposer's or offeror's capability and intention to satisfy the requirements of this Request for Proposal. Therefore, the offeror's proposal must follow the RFP format as closely as possible. Failure to provide all the information requested by the Request for Proposal will result in the proposal being deemed Non-Responsive and thus eliminating it from funding consideration.

#### Bidder's Conference

There will be a Question/Answer session for offerors conducted virtually via Zoom on Monday, March 28, 2022 at 11:00 a.m. The purpose of the bidder's conference is to provide proposers or offerors an opportunity to present questions and/or request additional information relative to this Request for Proposal. The bidder's conference is optional and will allow proposer's/offeror's an opportunity to ask questions.

All questions and/or requests for additional information must be submitted in writing via letter, e-mail, or fax by 3:00 p.m. on Monday, March 21, 2022. This should allow WorkLink WDB staff ample time to do any necessary research and ensure that accurate information is provided at the conference. Forward questions to:

Trent Acker, Executive Director  
WorkLink Workforce Development Board  
1376 Tiger Blvd., Suite 102  
Clemson, SC 29631  
Telephone (864) 646-1458  
Relay Service dial 711 (TTY)  
Fax: (864) 646-2814  
E-mail: [tacker@worklinkweb.com](mailto:tacker@worklinkweb.com)

No questions or requests for additional information will be accepted after the bidder's conference is adjourned. **No questions can be answered by telephone or email at any time during the response period.**

Proposer's or Offeror's interested in attending the virtual bidder's conference should contact Sharon Crite at [scrite@worklinkweb.com](mailto:scrite@worklinkweb.com) no later than 12:00p.m. (noon) on Monday, March 21, 2022, to receive a Zoom meeting invitation. If auxiliary aids and services are necessary for this virtual conference, requests must be made to the WorkLink Workforce Development Board staff within a reasonable period of time prior to the bidder's conference.

Any questions received will be posted on the WorkLink website.

**WorkLink Website:** <http://www.worklinkweb.com/welcome/request-for-proposals>

#### Presentations

Any proposer or offeror may be requested to make an oral presentation of their Proposal to the WorkLink Workforce Development Board's Executive Committee or Youth Committee after the Proposal opening. Such presentation provides an opportunity for the proposer or offeror to clarify their proposal and to ensure mutual understanding. The Appalachian Council of Governments staff will schedule these presentations if required.

#### Price Not Determinative

The WorkLink Workforce Development Board reserves the right to select such proposers or offerors 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 Local Workforce Development Area's best interest.

#### Appeal/Protest Policy

Proposers or offerors dissatisfied with the decisions regarding grant awards and/or other aspects of the procurement process may appeal to the WorkLink Workforce Development Board Executive Committee. A written appeal must be received within 15 days of the date of the letter notifying the proposers or offerors of the decision.

#### No Request Proposal Reply

Any person or entity who receives a release for WorkLink RFP # 21-WIOA-01, and elects not to submit a proposal, should send a "Letter of Non-Reply" to the WorkLink Workforce Development Board by the cited deadline for receipt of proposals 1:00 p.m., Tuesday, April 19, 2022. A "Letter of Non-Reply" should include a request to either remain on or to be removed from the Bidder's List. Individuals or entities who do not reply with either a Proposal or "Letter of Non-Reply" will be removed from the Bidder's List. Individuals or entities must submit a new request in writing to be placed on the Bidder's List.

### Disclosure of Proposal Contents

Each proposal will be held in confidence and will not be revealed or discussed with competitors during the procurement process. Proposals selected for funding through this solicitation will be subject to (Freedom of Information Act (FOIA) requests once the procurement process has been completed. All materials submitted with the Proposal and the Proposal itself become the property of the WorkLink WDB and will not be returned. The WorkLink WDB reserves the right to use any or all ideas presented in any proposal. Selection or Rejection of the proposal does not affect this right.

### Request for Proposal Response Package

For the proposers or offerors convenience, the Request for Proposal and its attachments are located on the website <http://www.worklinkweb.com/welcome/request-for-proposals/>. The format and sequence of the response package must be followed. Failure to provide all the information requested by the Request for Proposal will result in the proposal being deemed non-Responsive and thus eliminating it from funding consideration

### Required Signature

The original proposal must be signed and dated by a representative of the entity authorized to commit to the provisions of the Request for Proposal. **Unsigned and undated proposals will be rejected as being Non-Responsive.**

### Responsiveness of Proposals

1. Proposals will be reviewed for responsiveness based on the criteria established in the Proposal Guidelines, Evaluation Criteria and Rating System.
2. Proposals will be opened and the Preliminary Review for Responsiveness will be conducted by the WorkLink Workforce Development Board staff in the presence of one or more witnesses by 5:00 PM, Tuesday, April 19, 2022 in the WorkLink Office.
3. **Failure to provide all the information requested by the Request for Proposal will result in the proposal being deemed Non-Responsive and thus eliminating it from funding consideration.**

## **Proposal Narrative Instructions**

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

- A) Executive Summary-**A brief summary highlighting such details as the number to be served, planned outcomes, and the basic program approach.
- B) Main Purpose of Program-**Similar to a mission statement and should also be a brief statement of what the program intends to accomplish.
- C) Goals/Objectives/Performance Outcomes-** Describe your recruitment process for the population to be served. At a minimum this should include the number to be served (from target groups if appropriate) and projected performance levels of performance.
- D) Target Group(s)-**If a specific group will be served by this project, identify the target group and number to be served.
- E) Staffing Plan-**Describe the range of activities to be performed by the WIOA funded employment and training program staff. A Job Title and Job Description must be provided for each WIOA-funded position included in the proposed project. If an employee in a particular position is to be partially funded by one WIOA project and partially funded by another WIOA project, a Job Title and Job Description is required for both positions. The identity by name, job title, and last four digits of the social security number is required for each employee expected to be funded with WIOA funds. If identification of applicable employees cannot be made at this time, it should be so stated, and all other required information should be included in the proposal or offer.

It is requested that youth program staff have a bachelor's degree or an associate's degree with relevant experience in an area related to human resource, sociology, psychology, business or other human service related field. A master's degree is not a requirement. Staff will be required to complete and pass their Career Development Facilitation (CDF) training within one (1) year of hire or assignment to a WIOA-funded contract. Youth program staff shall be assigned and requested to dedicate 100% of their time and focus to delivery of youth program services. Job descriptions and resumes are requested for each position, and only staff listed in the budget may be paid utilizing WIOA funds from this grant. **Staff funded with WIOA funds may only perform WIOA duties.**

For each existing staff person 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, the proposer or offeror 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.

**F) Facilities**-Describe the location where the program will operate. Satellite training sites must be included when applicable. Is the facility capable of housing the program? Is it accessible and safe? Is the facility ADA Compliant? Describe how you will ensure that all communities within the tri-county area will have access to WIOA services, include successful past experiences.

**G) Partnerships**-Describe any partnerships that will be used in the project. Who is involved? What are the roles and responsibilities of each partner? Include letters of support from the partners and any Memorandum of Agreements already in place. Describe how you will coordinate services and collaborate with the WIOA required partners and other added partners as appropriate.

**H) Description of the Proposer or Offeror**-What is the legal organizational name, the legal status, and the main purpose of the organization? How is the organization currently funded? Include the names and titles of the organizational management. Include an organizational chart showing lines of authority for the agency. If possible, include a financial statement and the last audit report. Also include the following:

- Size of organization.
- Number of years in operation.
- How this program will fit into your overall agency organization.
- Qualifications of key staff (including resume.)
- Internal structure including management and supervision to operate this program.
- Internal monitoring process to ensure program quality, customer satisfaction, and contract compliance.
- Staff development plan (including how plan was developed).
- Electronic infrastructure and information sharing capabilities that can be used for client services.

**I) Experience**-Outline specific programs that the organization has operated during the past two years. Give program descriptions, funding sources, performance information, and references. **(If including WIOA Youth Performance, the proposer should provide the official/confirmed PY19 and PY20 WIOA Quarterly Report Summary-4<sup>th</sup> Quarter (Rolling 4 Quarters) and/or the Annual Report of Local Area Performance data).** If the organization has not provided specific programs in the past two years outline programs with similar services. Include the following:

- Number of years for each population.

- Coordinated activities with schools, faith-based and/or community organizations, and business/employers in operating those programs and your role within those partnerships.
- Actual figures showing past experience and performance for each population in your proposal.
- Reporting documents and special projects used in past experiences.
- Performance for each population including WIOA eligibility barrier populations using:
  - Additional Required Youth Program Elements
- How you measured success including which measures were the most important indicators?
- Locations where services were provided. Describe how those locations met the accessibility, security, environmental, and literacy requirements of each population.

**J) Administrative Capacity-**Describe the process the organization uses to capture and report information on program participants. What monitoring and evaluation of program operations and staff are routinely carried out?

**K) Fiscal Capacity-**Describe the process the organization uses to capture and report fiscal information. What systems are in place to ensure fiscal accountability and appropriate expenditure of funds?

1. Describe your fiscal system and how it will ensure integrity in using these funds. Provide the most recent audit and cash management reports.
2. Describe how you plan to provide financially for the expansion needed to locate services in the three (3) counties of this region.
3. Describe your plan to implement services and the timeline you will follow if awarded the contract.

**L) Subcontracts-**Are there plans to subcontract with others for services or activities contained in the proposal? If so, describe the nature of those subcontracts, the subcontractor, the services, and activities to be provided by the subcontractor and the planned cost.

**M) Program Description-**For each Activity proposed (i.e., Eligibility, Objective Assessment, Youth Case Management, and Follow-up) describe the overall plan of service that will be made available for the population to be served. How will you make the public aware of WIOA Services for Youth? How will you recruit in-school and out-of-school youth? How will participants flow through the program?

Describe how the following activities will be provided. How will you address the emphasis on Career Pathways? Additionally, for the Youth Program how will the additional youth required elements be provided?

- Outreach/Recruitment/Orientation
- Eligibility Determination/Objective Assessment/ISS Plan
- Case Management

- Program Services
- Obtain Credential Attainment/Placement in Employment, Training, Education/Post-Secondary Education
- Follow-up (All youth must receive twelve (12) months of follow-up services).

Describe in detail what will your Case Management services include and how will you accomplish the goals of the program, in addition to achieving positive outcomes with the at-risk youth population? Also, include how much time Case Managers will spend weekly with each participant to meet the WIOA youth program requirements, WIOA regulations, guidelines, activities, and any/all additional responsibilities to accomplish positive participant outcomes and exceed or meet performance measures?

Describe in detail how you will provide work experience and hourly stipends for youth? How will you develop work sites? How will you match youth to appropriate work experience training opportunities? How will you meet the 20% work experience expenditure mandate? What innovation or process will you offer to continue work experience activity during a pandemic or extenuating circumstance? **Under the Workforce Innovation and Opportunity Act of 2014, this required youth element is mandated and should be considered a priority when developing a proposal.**

Describe in detail how you will provide work readiness preparation and soft skills? Identify what curriculum or resources will be used to provide training to the youth participant?

Describe in detail how the program operator/management will supervise/monitor all Case Management services being provided to the youth participant? Include any tools, resources, or internal controls you may utilize.

Describe how you will ensure customer satisfaction through the continuous improvement of your program operations including who will be responsible for collecting customer feedback, reviewing, and utilizing the results.

Describe in detail how you will link, coordinate, and/or collaborate with other programs and services. How will you utilize your community and business connections to benefit youth?

Describe how you will ensure participant confidentiality and privacy.

#### **Additional Required Fourteen (14) Youth Program Elements**

Proposers or offerors must demonstrate how the WIOA required fourteen (14) youth program elements will be made available to WIOA eligible youth. The



proposal must clearly indicate who will provide each of the additional required fourteen (14) youth program elements.

## **Proposal Budget and Program Planning Instructions**

### **Instructions for Completing Budget Forms**

The **Budget Summary** is a summary of allowable cost objectives or categories by line item.

The **Staff Salaries, Fringe Benefit and Indirect Cost Worksheet** and the **Cost and Price Analysis Worksheet** present a detailed cost and price analysis of the individual allowable cost by line item and cost objectives/categories as contained in the Budget Summary. The user of these forms should notice that the Budget Summary and the Cost and Price Analysis Worksheets are laid out in unison. With that point in mind, the Staff Salaries, Fringe Benefit and Indirect Cost Worksheet and the Cost and Price Analysis Worksheet should be completed first. The total of each appropriate line item should then be transferred to the corresponding line item on the Budget Summary. The worksheets are set up with formulas so that by filling in the yellow shaded cells, the lavender shaded cells should automatically fill in. The totals are set to fill in the Budget Summary page. If an error is detected in the worksheet formulas, please contact WorkLink to report the problem.

The proposer or offeror should fill-in appropriate lines of the Cost and Price Analysis Worksheets based on its projected personnel and non-personnel cost of operating its proposed WIOA project. One primary purpose of the Cost and Price Analysis Worksheets is to determine the proposer's or offeror's projected cost and price in operating such WIOA project; therefore, it is imperative that each applicable line and/or blank be filled in completely. Where necessary, additional information must be attached as exhibit(s) to the extent that the basis for all cost is clearly and fully identified. All pages of the Cost and Price Analysis Worksheets should be completed and attached (including blank pages) to the Budget Summary.

The **Client Flow** form is a projection of the number of the participants to be enrolled and served throughout the year. Care should be taken in completing this form. It is not anticipated that the same numbers of participants will be enrolled each month.

## **EVALUATION CRITERIA AND RATING SYSTEM**

### **Evaluation Panel Briefing**

The Chairperson of the Workforce Development Board (WDB) and/or Youth Committee Chair, or his/her designee, will address each of the following areas with the review panel before the evaluation process begins.

1. Conflict of Interest – Does any member of the panel have a conflict of interest by sitting on the evaluation panel? The following are examples of conflicts of interest: (1) Part ownership in company; (2) Family member works for or has part ownership in company; and/or (3) any other reason a member of the evaluation panel cannot give an impartial decision.
2. Independent Evaluation – Each member of the evaluation panel must score each and every proposal independently. Members may not confer with each other in determining a score and no two proposals can be compared to each other for the purposes of determining scores.
3. Rating Structure – The evaluation points for each award criteria will be assigned before the evaluation process begins.
4. Documentation of Scoring – Each member of the evaluation panel must support their reasoning with appropriate documentation and explanation.
5. Oral Presentation – The panel may feel that an oral presentation is necessary to reach a final decision
6. Protest Hearing – All decisions by the panel are subject to protest. Each member and/or the whole panel may be called upon to explain or defend each rating.
7. Confidentiality – Anything discussed during the whole evaluation process is to be considered confidential.

## EVALUATION CRITERIA

The criteria that will be used to evaluate proposers or offerors are listed below along with their point values. A proposal must receive an aggregate score of 70 from the Review Panel in order to be considered for funding.

### WEIGHT

#### A. Program Design Considerations

25

1. Are the target groups clearly identified and does the proposer or offeror have the ability to reach these groups? Does the proposer or offeror identify outreach and/or recruitment strategies? (Target Groups)
2. Are the facilities described adequate to serve the number of participants proposed? Are the facilities accessible and safe? Do the facilities comply with Americans with Disabilities Act requirements? (Facilities)
3. Does the proposer or offeror describe the partners that will be used? Are the roles clearly defined? Are letters of support from the partners included? (Partnerships)
4. If the proposer or offeror is subcontracting, are the agreements fully described? (Subcontracts)
5. Does the agency have the capability to provide or arrange, through coordination with SC Works Centers and other community organization/businesses, appropriate supportive services or financial assistance as specified in accordance with the participants service strategy? (Program Description)
6. Does the proposer or offeror have the capability to provide services beyond standard case management (i.e., assessment, employability skills, etc.) Does the proposer or offeror indicate its plan for monitoring participant progress? (Program Description)
7. Does the proposer or offeror have relevant program experience from the last two years included in the description?
8. Does the proposer or offeror present an acceptable plan for job development which demonstrates the ability to place skilled workers with employers seeking a skilled workforce? (Program Description)

#### B. Proposer or Offeror Qualifications

25

1. Does the proposer or offeror have the organizational Structure to properly administer the program proposed? (Description of Proposer or Offeror)
2. Does the proposer or offeror have the background and experience in providing training services to citizens of the local community? Does the proposer or offeror include a current organization chart and job descriptions for all budgeted staff? (Experience)
3. Does the proposed staff have the appropriate education and/or experience to provide the services outlined? Has staff participated in

workshops, conferences, seminars, professional organizations and/or other activities to stay current? For vacant positions, is the required educational and experience of applicants sufficient to enable the proposer or offeror to meet the goals of case management? (Staffing Plan)

#### C. Proposed Performance

20

1. Has the proposer or offeror clearly outlined the goals and objectives of the program? Has the proposer or offeror proposed outcomes which are acceptable?
2. Does the proposer or offeror have successful experience in providing intensive services to the eligible population?
3. Does the proposer or offeror have relevant program data from the last two years? If yes, provide verification of last two years of data and performance outcomes.
4. For proposer or offeror who have been awarded previous contracts/grants with the Workforce Development Board, do the results of the proposer or offeror most recent grant(s)/contracts(s) demonstrate successful performance? **(If including WIOA Youth Performance, the proposer should provide the official/confirmed PY19 and PY20 WIOA Quarterly Report Summary-4<sup>th</sup> Quarter (Rolling 4 Quarters) and/or the Annual Report of Local Area Performance data).** Has the proposer or offeror demonstrated successful service strategies, counseling, and case managing techniques as demonstrated by successful placement, monitoring, and customer satisfaction? Did the most recent monitoring of the South Carolina Department of Employment and Workforce and/or Local Workforce Development Area require correction of the proposer or offeror? If yes, has improvement been realized in the area(s) identified and/or was the plan of correction acceptable?

#### D. Fiscal Responsibility

10

1. Has the proposer or offeror demonstrated ability to safeguard federal funds? Does the proposer or offeror have the ability to repay disallowed costs if such disallowances are made in the monitoring or audit of the contract/grant? Does the availability of this source and the amount available provide security the Workforce Development Board needs to contract with the entity?
2. Does the proposer or offeror have a history which is not characterized by fraud or criminal activity of a significant nature? Does the proposer or offeror have a history which is not characterized by administrative deficiencies and/or disallowed costs? Does the proposer or offeror have a history which is not characterized by failure to comply with audit, monitoring, or reporting requirements that has been ongoing for two or more consecutive years?

E. Budget 10

1. Are costs reasonable in terms of the activities to be provided and the performance outcomes to be achieved?
2. Was the budget detailed and accompanied by a budget narrative?

F. General Responsiveness 10

1. Does the proposal demonstrate an understanding of information requested and conform to the requirements of the Request for Proposal?
2. Is the response complete with the items requested?
3. Is there internal consistency of data presented?
4. Is the abstract clear and concise?

## **RESOURCES**

### **Workforce Innovation and Opportunity Act of 2014**

It will be the responsibility of the proposers or offerors to have a working knowledge of the WIOA Act of 2014 Rules and Regulations and Training and Employment Guidance Letters (TEGL). The U.S. Department of Labor (DOL) has a website for the latest on WIOA ACT of 2014 Regulations:

- [www.doleta.gov/WIOA](http://www.doleta.gov/WIOA)
- <https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>
- <https://wdr.doleta.gov/directives/eSearch.cfm?n=tadv&q=WIOA+Youth>

### **Demographics and Labor Market Information**

It is recommended proposers or offerors research and review demographic and labor market information of the Local Workforce Development Area for the Counties of Anderson, Oconee, and Pickens in South Carolina.

- <https://jobs.scworks.org/vosnet/lmi/default.aspx>
- <https://lmi.dew.sc.gov/lmi%20site/CommunityProfiles.html>

**Disclaimer:** WorkLink Workforce Development Board may request modification of program design or the delivery of services due to WIOA Rules and Regulations, changes in Terms and Conditions, Training and Employment Guidance Letters (TEGL), Code of Federal Regulations (CFR), Policies, Procedures, etc. Should a request for a change occur, bidding organizations or service providers must allow for any changes to be made to the program design, delivery services, or any other area identified by legislation, DOL or State guidance, and/or Local Workforce Development Board/Youth Committee direction. Staff of Administrative Entity will assist bidding organizations or service providers in the redesign to ensure consistency and compliance with WIOA regulations and requirements, DOL, State, LWDB, and Youth Committee /Committee policy.

**All WIOA funding will be subject to the OMB circular 2 CFR Part 200 and 2 CFR Part 2900. The successful bidder will need to be familiar with the new OMB circulars, and should reference TEGL 15-14, and Implementation of Uniform Guidance Regulations for further information.**

## **ATTACHMENTS**

- WIOA Terms and Conditions Part III
- WorkLink Local Addendum to WIOA Terms and Conditions Part III
- Proposal Signature Sheet
- Budget Forms
- Proposal Checklist
- Proposal Rating Sheet

PART III  
TERMS AND CONDITIONS

3.0 LEGAL AUTHORITY

- 3.0.1 The persons signing this Grant Agreement on behalf of the parties warrant and guarantee their full authorization to execute the Grant Agreement and to legally bind the parties to all the terms, performance requirements, and provisions set forth.

3.1 AWARDING ENTITY

- 3.1.1 As the awarding entity, the Department of Employment and Workforce (DEW), has the following oversight responsibilities:
- Providing technical assistance, as requested by the Grantee or deemed necessary by DEW;
  - Conducting programmatic and financial monitoring of the Grant project;
  - Ensuring compliance with WIOA Public Law 113-128 and implementing Federal regulations, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as well as State laws and policies applicable to the Grant Agreement;
  - Disbursing funds to the Grantee to pay for allowable expenses or services provided in accordance with applicable State and Federal laws upon receipt of proper supporting documentation of disbursement amounts previously drawn down; and
  - Evaluating the Grantee against specific deliverables and performance requirements as outlined in Part I – Program Statement of Work.

3.2 FINANCIAL SYSTEM AND REPORTING

- 3.2.1 The Grantee is responsible for developing and implementing procedures and standards for reporting financial, programmatic, and customer information in the required timeframes and using the systems and formats specified by DEW.
- 3.2.2 The Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds under the Grant Agreement. The Grantee must provide adequate, qualified staff to prepare required reports. Proper internal controls are required to ensure separation of duties.
- 3.2.3 Costs incurred by the Grantee prior to the start date specified in the Grant Agreement are incurred at the Grantee's own expense. Prior authorization for pre-award spending must be obtained from DEW and the US Department of Labor before any costs are incurred.
- 3.2.4 Payment by DEW of Indirect Costs incurred requires the Grantee to submit its approved Indirect Cost Rate or Acceptance of Certification of Indirect Costs from its cognizant



agency upon receipt. If DEW is the cognizant agency for the grant recipient, an Indirect Cost Rate proposal must be submitted to DEW no later than 180 days after the June 30 fiscal year end. Failure to do so may result in the disallowance of indirect costs. DEW may either disallow all indirect costs or establish a rate based upon audited historical data or such other data that have been furnished to DEW for indirect costs. (2 CFR Part 200.415(b)(2))

- 3.2.5 The Grantee is required to submit a Financial Status Report (FSR) on a monthly basis. Reports must be submitted no later than the 20<sup>th</sup> of the following month. Expenditure data is reported cumulatively through the end of each reporting period on an accrual basis.
- 3.2.6 A Request for Drawdown (RFD) must be submitted each time the Grantee wishes to draw down funds, along with proper supporting documentation of disbursements previously drawn down. The Grantee may request funds in advance to cover upcoming cash expenditures and accruals to be paid within a short period of receipt of funds (usually within three (3) business days). The Grantee's cash needs must be projected to ensure that funds are received as close as possible to the time of actual disbursement in accordance with 2 CFR Part 200.305. Cash on hand should be limited to the amount needed for immediate disbursement.
- 3.2.7 The Grantee will submit a complete Grant Closeout Report to DEW no later than sixty (60) calendar days after the grant end date. DEW will supply the closeout forms and instructions prior to grant expiration.

### 3.3 RECORDKEEPING

- 3.3.1 DEW, and any of its authorized representatives, must have timely and reasonable access to all Grantee records and personnel related to the Grant Agreement for the purpose of inspection, investigation, monitoring, auditing, evaluation, interview, and discussion. Further, DEW and any of its authorized representatives, have the right to copy all records pertaining to the Grant Agreement.
- 3.3.2 The Grantee shall comply with requirements for custody and retention of records as set forth in 2 CFR Part 200, as applicable. Records must be retained for no less than three years after submittal of the Grant Agreement closeout to DEW or the last request for grant records during an audit, whichever is most recent. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken (2 CFR Part 200.333).
- 3.3.3 The Grantee assures it will comply with Federal and State laws and guidelines for the handling and protection of Personally Identifiable Information, including but not limited to 2 CFR Part 200.79 and US Department of Labor Training and Employment Guidance

Letter 39-11, *Guidance on the Handling and Protection of Personally Identifiable Information (PII)*, located at [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

- 3.3.4 The Grantee agrees to maintain the confidentiality of any information that identifies or may be used to identify any grant and benefit participants. The Grantee shall not disclose or re-disclose any employer or personally identifying information of the subject of the information unless permitted by law.
- 3.3.5 All releases of information shall be in accordance with State and Federal law, regulations and guidelines, including but not limited to S.C. Code Ann. § 41-29-160; the Family Privacy and Protection Act (S.C. Code Ann. § 30-2-10 et al), 20 CFR 603, and IRS Publication 1075.

### 3.4 PROCUREMENT

- 3.4.1 The Grantee must have written procedures for procurement transactions that comply with State regulations. Procedures may reflect applicable local laws and regulations, provided they conform to applicable Federal law and the standards identified in 2 CFR Parts 200.318 through 200.326.
- 3.4.2 Procurement standards must ensure fiscal accountability and prevent waste, fraud, and abuse. The Grantee will conduct procurement in a manner that provides full and open competition consistent with the standards of 2 C.F.R Part 200.319.

### 3.5 ADDITIONAL CONDITIONS AND ENFORCEMENT

- 3.5.1 The Grantee acknowledges and accepts that special additional conditions may be unilaterally imposed by DEW in accordance with 2 CFR 200.207. Such conditions may be imposed if the Grantee demonstrates one or more of the following conditions:
- a history of unsatisfactory performance;
  - financial instability;
  - management system(s) that do not meet standards prescribed in 2 CFR 200.300 et seq.;
  - noncompliance with terms and conditions of previous Federal awards or sub awards;
  - absence of responsibility disclosed as a result of ongoing evaluation of risk by DEW conducted in accordance with 2 CFR 200.331(b);
  - reports and findings from audits performed under 2 CFR Subpart F – Audit Requirements of this part or the reports and findings of any other available audits; and/or
  - inability to effectively implement statutory, regulatory, or other requirements.
- 3.5.2 If DEW determines that a grant award will be made or continued, special provisions shall address the condition identified and shall be included in the award. Such provisions may include but are not limited to:

- requiring payments on a reimbursement basis;
- withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- requiring additional, more detailed financial reports;
- requiring additional project monitoring;
- requiring the Grantee to obtain technical or management assistance and to implement corrective actions; and/or
- establishing additional prior approval.

DEW will notify the Grantee regarding the nature and reason for implementing any of the above special provisions.

3.5.3 Failure to comply with any provision of the Grant Agreement, or any applicable law or regulation, may subject the Grantee to additional enforcement actions that are determined by DEW to be appropriate under the circumstances. Such enforcement actions include but may not be limited to:

- requiring special award provisions as stated above;
- temporarily withholding cash payments pending correction of identified deficiencies, as identified in 2 CFR 200.338;
- disallowing cost (and, if appropriate, applicable matching credit) for any claim or action made that is not in compliance and require appropriate repayment or financial adjustment;
- suspending the grant award, in whole or in part, pending corrective action;
- terminating the grant award, in whole or in part;
- withholding further awards for the project or program;
- recommending to appropriate Federal officials that suspension or debarment proceedings be initiated as authorized under 2 CFR 180; and/or
- taking other remedies that may be legally available. (See 2 CFR 200.338.)

3.5.4 The Grant Agreement may be immediately terminated by DEW in whole or in part for cause or noncompliance whenever such non-compliance is material and in the best interest of the Grantee, DEW, or the US Department of Labor.

3.5.5 Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of DEW.
2. The Executive Director will issue a written decision within 30 days.
3. If dissatisfied with the decision, a written appeal may be made to the State Workforce Development Board (SWDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad Hoc Committee of at least five SWDB members to hear the appeal.
5. The SWDB will hear the appeal and render a decision within 60 days.

6. The Grantee will be notified in writing of the SWDB's decision within 20 days.

3.5.6 Appeal requests made to the SWDB must be submitted in writing as follows:

South Carolina Department of Employment and Workforce  
Attn: Appeals, State Workforce Development Board  
1550 Gadsden Street  
Columbia, SC 29201

### 3.6 CHANGES AND AMENDMENTS

3.6.1 Any alterations, additions, or deletions to the terms of the Grant Agreement which are required by changes in Federal or State law or regulations are automatically incorporated into the Grant Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

3.6.2 Alterations, additions, deletions, or extensions to the terms of the Grant Agreement must be modified in writing and executed by both Parties. Any other attempted changes, including oral modifications, shall be invalid.

3.6.3 To ensure effective performance under the Grant Agreement, the Parties agree that DEW may amend requirements in writing during the grant period to interpret or clarify a change in Federal or State law, rules or regulations.

### 3.7 ASSURANCES

3.7.1 As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

- A. *WIOA Section 188 (29 CFR, Part 38)*, which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;
- B. *Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.)*, as amended by the *Equal Employment Opportunity Act of 1972*, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or

activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;

- C. *Title VII of the Civil Rights Act*, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;
- D. *Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)*, as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
- E. *The Age Discrimination Act of 1975 (42 U.S.C. §6101)*, as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- F. *The Americans with Disabilities Act of 1990 (42 U.S.C. §12101)*, as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
- G. *Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688)*, as amended, which prohibits discrimination on the basis of sex in educational programs;
- H. *Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program*, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;
- I. *Title II of the Genetic Information Nondiscrimination Act of 2008* which prohibits discrimination in employment on the basis of genetic information;
- J. *Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations* (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;
- K. *Section 508 of the Rehabilitation Act (29 U.S.C. §794d)*, which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;
- L. *Jobs for Veterans Act (38 U.S.C. §4215)*, which requires recipients to provide 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 US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor

Training and Employment Guidance Letter 10-09 provides further guidance and can be found at [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816);

- M. *P.L. 113-114, Division E, Title VII, Section 743*, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;
- N. *P.L. 113-114, Division H, Title V, Section 505*, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
  - 1. The percentage of the total costs of the program or project which will be financed with Federal money;
  - 2. The dollar amount of Federal funds for the project or program, and
  - 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

- O. *Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)"*, which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- P. *Executive Order 13333*, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));
- Q. *Buy American Notice Requirement*, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);
- R. *Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997)*, which provides that recipients of Federal funds are encouraged to adopt and enforce

on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;

- S. *Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009)*, which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;
- T. *Special Requirements for Conferences and Conference Space*. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;
- U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;
- V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;
- W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and
- X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3)). The notice must

contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

### 3.8 CERTIFICATIONS

#### 3.8.1 Lobbying (2 CFR §200.450)

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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.
- B. 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 Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

#### 3.8.2 Debarment, Suspension, and Other Responsibility Matters

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

#### 3.8.3 Drug-Free Workplace (Public Law 100-690)

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.



**WORKFORCE INNOVATION & OPPORTUNITY ACT**  
**WorkLink WDB**  
**Local Area Addendum**  
**to**  
**PART III - TERMS AND CONDITIONS**  
(Revised November 22, 2016)

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### 3.0

## **STATEMENT OF PURPOSE**

The purpose of this Grant Agreement is to establish the general terms and conditions to which funding provided thru the SC Department of Employment and Workforce and by the SC Appalachian Council of Governments under Title I of the Workforce Innovation and Opportunity Act is subject to. The purpose of this Act is to reaffirm the role of the public workforce system, and brings together and enhances several key employment, education, and training programs; provides resources, services, and leadership tools for the public workforce system to help individuals find good jobs and stay employed and improves employer prospects for success in the global marketplace; ensures that the public workforce system operates as a comprehensive, integrated, and streamlined system to provide pathways to prosperity for those it serves; and continuously improves the quality and performance of its services.

### 3.1

## **DEFINITIONS**

**Act** – The Workforce Innovation and Opportunity Act (WIOA) of 2014

**Administrative Entity** – The entity (SC Appalachian Council of Governments) designated by the Local Workforce Development Board to administer the WIOA programs.

**Agreement** – A grant agreement, which includes the WIOA Terms and Conditions, between the Awarding Entity and the Grantees/Recipients or between the Grantees/Recipients and Sub-Grantees/Subrecipients.

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

**Local Workforce Development Areas (LWDA)** – The county or counties designated by the Governor to administer the Workforce Innovation and 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 services (as defined by the Act) provided under WIOA title I.

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

- (a) which increases the usefulness, productivity, or serviceable life of an existing building, structure or major item of equipment;

- (b) which is classified for accounting purposes as a "fixed asset"; and
- (c) the cost of which increases the recorded value of the existing building, structure or major item of equipment and is subject to depreciation.

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

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

## **3.2**

### **LEGAL AUTHORITY**

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

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

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

### **3.2.1**

#### **Business Licensing/Taxation/Insurance Requirements**

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

## **3.3**

### **AWARDING ENTITY**

### **3.3.1**

#### **Oversight Responsibilities**

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

- The Awarding Entity will provide technical assistance to the recipients/subrecipients/subgrantees in the areas of planning, design, delivery, and management during the course of the program.
- The Awarding Entity will note deficiencies when technical assistance is delivered and will help the recipient/subrecipient/subgrantee correct the deficiencies.
- The Awarding Entity will conduct formal programmatic and financial reviews of the recipient/subrecipient/subgrantee as necessary.

- The Awarding Entity will notify the recipient/subrecipient/subgrantee in writing of any deficiencies noted during formal reviews.
- The Awarding Entity will conduct follow-up visits to review and to assess efforts to correct deficiencies noted during formal reviews.

### **3.3.2 Funding Obligations**

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

- (a) The Awarding Entity shall not be liable to the recipient/subrecipients/ sub-grantees for expenditures made in violation of Part 683 of the Regulations promulgated under the Act, or in violation of any other regulations promulgated under the Act, or otherwise applicable.
- (b) The Awarding Entity shall not be liable to the recipient/subrecipients /sub-grantees for costs incurred or performances rendered unless such costs and performances are in strict accordance with the terms of this Agreement.
- (c) The Awarding Entity's funding obligations under this Agreement are contingent upon receipt of funds from the USDOL/State Workforce 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**

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

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 SC Department of Employment and Workforce and/or the U.S. Department of Labor.

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

1. 29 CFR Part 17, dated 7/1/91 (Executive Order 12372) and any amendments thereto;
2. 35 Federal Regulations 32874 et seq. (1973) or any replacements and subsequent revisions or amendments thereof;
3. 2 CFR 200 Uniform Administrative Requirements, cost principles, and audit requirements for federal awards, including 2 CFR Appendix II to part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards

4. 48 CFR Part 31 (applies to commercial organizations);
5. 29 CFR Part 95 refer to 2 CFR 200;
6. 29 CFR Part 97 refer to 2 CFR 200;
7. Section 504 of the Rehabilitation Act of 1973, as amended;
8. Section 508 of the Rehabilitation Act of 1973, as amended;
9. Age Discrimination Act of 1975, as amended;
10. Title IX of the Education Amendments of 1972, as amended;
11. "Jobs for Veterans Act," (38 U.S.C. §4215) and 20 CFR Part 1010 (Priority of Service for Covered Persons, Final Rule)
12. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 38);
13. Title II Subpart A of the Americans with Disabilities Act of 1990, as amended;
14. 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;
16. Equal Pay Act of 1963, as amended;
17. 29 CFR Part 38: Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA);
18. 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;
19. Executive Order 13145 to Prohibit Discrimination in Federal Employment Based on Genetic Information;
20. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency; and
21. Executive Order 11478 Equal Employment Opportunity in the Federal Government.

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**

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.

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.

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

### 3.5

#### **RECIPIENT/SUBRECIPIENT/SUBGRANTEE FINANCIAL MANAGEMENT SYSTEM AND RESPONSIBILITIES**

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

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

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

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

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

The recipient/subrecipient/subgrantee shall submit a financial report which includes a report of all costs incurred under the Agreement up to and including the last day of the month. These reports will include accruals for cost of goods and services received where payment will be made within the next 30 days. These reports are due by the tenth (10<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 CFRs, the Act, Regulations and other U.S. Department of Labor regulations.

### **3.5.1 Method of Payment**

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

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 (FSR-S)".

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

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**

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 2 CFR 200.

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.

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**

The recipient/subrecipient/subgrantee will submit a complete Grant Agreement Closeout Report to be received by the Awarding Entity no later than **forty (40) calendar days** after the expiration of the Agreement. The Awarding Entity will supply the closeout forms and instructions prior to the grant ending date.

Amended closeout package(s) will not be accepted after **forty (40) 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 40 day deadline.

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).

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.

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.

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**

Every office, director, agent or employee of the recipient/subrecipient/subgrantee that handles WIOA finances and cash received under this grant agreement must be covered under a Bond Agreement. Proof of such Bond Agreement must be provided in the compliance documents on a yearly basis.

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

- (a) The recipient/subrecipient/subgrantee shall be named as the insured.
- (b) The period of coverage shall be no less than one year, with a discovery period of no less than three years subsequent to cancellation or termination of the Bond.
- (c) The Bond evidencing such coverage as required under WIOA Agreement shall contain the following endorsement:

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 to the Awarding Entity at its official address.

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**

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

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

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.

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

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**

Recipients of WIOA funds are governed by the requirements found in 48 CFR 31.205-46, 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.

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.

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 2 CFR 200; and not be a general expense required to carry out the overall responsibilities of state or local government.

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.

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.

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.

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

### **3.6 PARTICIPANT DATA SYSTEM**

#### **3.6.1 Participant Information**

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

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

#### **3.6.2 Recipient/Subrecipient/Subgrantee Responsibilities**

Recipient/subrecipient/subgrantee responsibilities are specified in the Participant Data System (SC Works Online Services) Manual (found under Staff Resources of the system) 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:

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

Entity to measure accomplishments or performance in achieving the objectives stated in this Agreement.

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

### **3.7 PARTICIPANT PAYMENTS, BENEFITS AND WORKING CONDITIONS**

#### **3.7.1 Payments to Participants**

**Needs-Related Payments** (20 CFR 680.930) Needs-related payments provide financial assistance to participants for the purpose of enabling them to participate in training and are a supportive service authorized by WIOA sec. 134(d)(3). Unlike other supportive services, in order to qualify for needs-related payments a participant must be enrolled in training. For eligibility guidelines and payment determinations, reference 20 CFR 680, subpart G.

**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**

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.

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.

Each participant in an On-the-Job Training and/or apprenticeship work-related training 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.

Each participant who is employed in OJT and/or apprenticeship work-related training, 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.

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.

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.

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. (Homes, apartments, and other domiciles currently occupied as a private residence for individuals/families are unallowable training sites.)

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 **29 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 570.117 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 **2 CFR 200.333**.

The recipient/subrecipient/subgrantee shall retain all records including financial, statistical, property, participant records and supporting documentation for **five (5) 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 **five (5) 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, scanning, photocopying, or similar methods may be substituted for the original records.

### **3.8.2 Right of Access to Records**

The Awarding Entity; SC Department of Employment and Workforce; 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.

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.

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.

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**

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



- (a) **Small Purchase Procedures:** simple and informal procurement methods for securing services, supplies or other property. This procedure must at a minimum follow the SC Consolidated Procurement Code. The recipient/subrecipient/ subgrantee will follow the Appalachian Council of Governments procurement policy as outlined below or the SC Consolidated Procurement Code, whichever is more strict. Price or rate quotations must be documented from an adequate number of qualified sources.

*To fill the needs for supplies and services, the following purchasing procedures are required to be followed by the recipient/subrecipient/subgrantee for all purchases under \$15,000 (except for travel expenses, renewal of contracts, and recurring expenses, i.e. utility bills, telephone, office rent and other costs associated with approved contracts).*

*<\$300: An order shall be placed with a vendor most advantageous to the WIOA program. ( Purchasing procedures outlined in this section may be eliminated if a term contract exists on a specific item and the contract was awarded according to regular purchasing procedures.*

***Between \$300 and \$5,000:** The recipient/subrecipient/subgrantee shall obtain at least two informal quotations, if possible, and inform the WorkLink Workforce Development Board Grant point of contact of the results.*

***Between \$5,001 and \$10,000:** The recipient/subrecipient/subgrantee will obtain three (3) or more written quotations, proposals, or bids as appropriate. The bids or quotes should be based on specifications supported under the WIOA program rules and regulations, and approved by the WorkLink WDB Grant point of contact.*

***Between \$10,001 and \$15,000:** The recipient/subrecipient/subgrantee will obtain five (5) or more written quotations, proposals, or bids as appropriate based on specifications approved by the WorkLink WDB Grant point of contact.*

*The recipient/subrecipient/subgrantee will award a contract, upon approval of the WorkLink WDB point of contact, to the vendor most advantageous to the WIOA program.*

- (b) **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.
- (c) **Competitive Proposals:** normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type of contract is awarded. Each competitive proposal process must include a documented methodology for technical evaluations and awarded to responsible offeror whose proposal is most advantageous to the program with price, technical and other factors considered. This method is generally used when conditions are not appropriate for the use of sealed bids.

*Under letter (b) and letter (c): All services and equipment by the recipient/subrecipient/subgrantee in an amount of \$15,000 or more will be acquired according to the following procedures:*

- *The recipient/subrecipient/subgrantee shall determine that the item or service is authorized by the budget, funds are available for purchase, and the WorkLink WDB point of contact approves the requested purchase or sub-award.*
- *The recipient/subrecipient/subgrantee shall prepare request for bids and specifications or request for proposals, list the potential vendors, and prepare proposed newspaper and other legal advertisement. The advertisements should include:*
  - *Brief scope of services;*
  - *Name and telephone of the person to contact for a copy of the RFP or bid specifications;*
  - *Deadline for submitting proposal or bids; and*
  - *Statement that the WIOA program does not discriminate.*
- *The recipient/subrecipient/subgrantee shall send out the RFP or bid to the list of vendors and advertise at a minimum in Anderson, Greenville, and Spartanburge Counties. A minimum of ten (10) calendar days must be allowed for submission of proposals or bids.*
- *The recipient/subrecipient/subgrantee shall a hold public bid opening at time and place announced, and tabulate bids. The results shall be submitted to a committee of non-biased peers selected from among management staff of partners (or their designee) and/or WDB members and/or other area subject experts. Under no circumstances should an individual be included in the committee to review and score bids that has a conflict of interest. This committee will select the best proposal.*
- *The recipient/subrecipient/subgrantee must make available all documentation to support the procurement upon request.*

**(d) Non-Competitive Proposals (Sole Source):** procurement through solicitation of a proposal from only one source, when that vendor has proprietary goods, or after solicitation of a number of sources, competition is determined inadequate.

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.

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.

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.

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.

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

- (1) rationale for the method of procurement;
- (2) the selection of contract type; and
- (3) contractor selection or rejection and the basis for the grant/contract type.

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," 38 U.S.C § 4215) 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.*

The recipient/subrecipient/subgrantee shall comply with all applicable provisions of the Act; regulations; 2 CFR 200; and issuances and Instructions from the Awarding Entity in implementing its procurement system.

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/grants/awards/sub-awards or similar types of written contracts, or transfer current grant agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

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

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

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

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.

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.

Recipients/subrecipients/subgrantees should not enter into agreements/contracts/grants/awards/sub-awards or similar types of written contracts, or transfer current grant

agreements for services to any organization, individual, or group without prior written permission from the WorkLink WDB.

### **3.9.3 Conflict of Interest**

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.

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.

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.

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.

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**

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.

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.

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.

### **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**

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 (**see Uniform Guidance at 2 CFR 200**), 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 **2 CFR 200**, as codified by administrative regulations of the Department of Labor (**refer to 2 CFR 200**), except that prior approval by the Department of Labor to acquire property is waived.

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 and Opportunity Act of 2014.

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.

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.

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.

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.

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.

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.

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**

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.

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.

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**

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.

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

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

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

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.

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.

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**

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.

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.

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.

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," (38 U.S.C. § 4215) 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**

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.



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

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

### **3.12.2 Termination for Cause**

The Awarding Entity may terminate this Agreement when it has determined that the recipient/subrecipient/subgrantee has failed to provide any of the services specified or comply with any of the provisions contained in this Agreement. If the recipient/subrecipient/subgrantee fails to perform in whole or in part, or fails to make sufficient progress so as to endanger performance, the Awarding Entity will notify the recipient/subrecipient/subgrantee of such unsatisfactory performance in writing. The recipient/subrecipient/subgrantee has **ten (10) working days** in which to respond with a plan agreeable to the Awarding Entity for correction of the deficiencies. If the recipient/subrecipient/subgrantee does not respond within the appointed time, or does not respond with appropriate plans, the Awarding Entity may serve a termination notice on the recipient/subrecipient/subgrantee, which will become effective within **thirty (30) calendar days** after receipt. In the event of such termination, the Awarding Entity shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement.

The recipient/subrecipient/subgrantee shall have the right to appeal any such determination made by the Awarding Entity to the Local Workforce Development Board (LWEB) within **thirty (30) calendar days**.

- When the recipient/subrecipient/subgrantee has failed to submit his appeal within **thirty (30) calendar days** from the date of the termination notice and has failed to request extension of such time, he shall have no such right of appeal.
- In the case of state grants, the appeal will be made to the State Workforce Development Board. The same time parameters and conditions apply as those for the LWDB.

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

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

(b) if an appeal has been made, the amount finally determined on such appeal.

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

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

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.

Upon termination of this Agreement for any reason, the recipient/subrecipient/subgrantee shall return to the Awarding Entity, within **thirty (30) calendar days** after receipt of a written request, all property furnished to the recipient/subrecipient/subgrantee by the U.S. Department of Labor or the Awarding Entity and all records pertaining to this Agreement and its programs. The recipient/subrecipient/subgrantee shall return such property and records in the manner prescribed by the Awarding Entity. Between the date of termination of the Agreement and the date of return of the property and records, the recipient/subrecipient/ subgrantee shall protect such property and records from damage, loss or destruction.

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

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**

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

- (a) the Awarding Entity shall have the authority to examine the books and records used by the recipient/subrecipient/subgrantee in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the Awarding Entity, the Awarding Entity

reserves the right to withhold any or all of its funding to the recipient/subrecipient/subgrantee until such time as they do meet these standards;

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

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 2 CFR 200, the recipient/subrecipient/ subgrantee must submit all finalized audit reports to the Awarding Entity within **thirty (30) calendar days** of receipt.

### **3.14        ASSURANCES**

As a condition to the award of financial assistance from the US Department of Labor under Title I of WIOA, the Grantee assures that it will comply fully with the following nondiscrimination provisions, equal opportunity provisions, Public Laws and Executive Orders, including but not limited to:

- A. WIOA Section 188 (29 CFR, Part 38), which provides that no individual may be excluded from participation in, denied the benefits of, subjected to discrimination

under, or denied employment in the administration of, or in connection with, any program or activity because of race, color, religion, sex (including gender identity, gender expression, and sex stereotyping), national origin, age, disability, political affiliation or belief, and, for beneficiaries only, citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in a WIOA Title I-financially assisted program or activity;

- B. Title VI The Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.), as amended by the Equal Employment Opportunity Act of 1972, which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or activity receiving Federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;
- C. Title VII of the Civil Rights Act, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
- E. The Age Discrimination Act of 1975 (42 U.S.C. §6101), as amended, which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- F. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
- G. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681-1688), as amended, which prohibits discrimination on the basis of sex in educational programs;
- H. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;
- I. Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits discrimination in employment on the basis of genetic information;
- J. Executive Order 13279, Equal Protection of the Laws for Faith-based and Community Organizations (signed December 12, 2002), which prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of Federal financial assistance under social service programs, including grants, contracts and loans;
- K. Section 508 of the Rehabilitation Act (29 U.S.C. §794d), which ensures that individuals with disabilities have comparable access to information and data as do members of the public who are not individuals with disabilities;
- L. Jobs for Veterans Act (38 U.S.C. §4215), which requires recipients to provide 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 US Department of Labor. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. US Department of Labor

Training and Employment Guidance Letter 10-09 provides further guidance and can be found at [https://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816);

- M. P.L. 113-114, Division E, Title VII, Section 743, which prohibits an entity receiving Federal funds from requiring employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information;
- N. P.L. 113-114, Division H, Title V, Section 505, which establishes that when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds shall clearly state:
  - 1. The percentage of the total costs of the program or project which will be financed with Federal money;
  - 2. The dollar amount of Federal funds for the project or program, and
  - 3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 CFR Part 200 and, when appropriate, both must be complied with.

- O. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," which requires that recipients of Federal financial assistance ensure that programs and activities provided in English are accessible to LEP persons and thus do not discriminate on the basis of national origin;
- P. Executive Order 13333, which establishes this agreement may be terminated without penalty, if the Grantee or any subgrantee engages in: (i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant is in effect; (iii) the use of forced labor in the performance of the grant; or (iv) acts that directly support or advance trafficking in persons. (22 U.S.C. §7104(g));
- Q. Buy American Notice Requirement, which provides that in the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under WIOA, entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. §10a et seq.);
- R. Executive Order 13043 Increasing Seat Belt Use in the United States (April 16, 1997), which provides that recipients of Federal funds are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned;
- S. Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (October 1, 2009), which provides that recipients of Federal funds are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles, Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order;

- T. Special Requirements for Conferences and Conference Space. Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR Part 200.432;
- U. The Grantee also assures that it will comply with 29 CFR Part 38, and all other regulations implementing the laws listed above. This assurance applies to the operation of any WIOA Title I financially assisted program or activity, and to all agreements including lease agreements that the Grantee makes to carry out the WIOA Title I financially assisted program or activity. The Grantee understands that the United States has the right to seek judicial enforcement of this assurance, and the State has the authority to withhold funding;
- V. All other applicable State and Federal laws, policies and procedures, including those contained within South Carolina's Methods of Administration for ensuring implementation of the nondiscrimination and equal opportunity provisions as required by 29 CFR Part 38;
- W. The Grantee may not deny services under any grant or subgrant to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, gender identity, gender expression, sex stereotyping, temporary medical condition, political affiliation or belief, citizenship, or his or her participation in any Federal or State financially assisted program and/or activity; and
- X. The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination. The Grantee must provide initial and continuing notice that it does not discriminate on any prohibited grounds to applicants for employment and employees (29 CFR §38.29(a)(3)). The notice must contain specific wording regarding the prohibited bases and the process for filing a complaint, as required by 29 CFR §38.30.

3.14.1

**Affirmative Action (Executive Order 11246, as amended by Executive Order 11375, and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended)**

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

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

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

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

#### **3.14.2 Veterans Employment**

It is required that programs supported under section 168 of 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**

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.

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 (LWDA) (20 CFR 667.600)**

Each LWDA 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 LWDA 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.

The LWDA 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.

The LWDA 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.

Employers may operate their own grievance system or may utilize the grievance system established by the state, the LWDA 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.

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

#### **3.14.6 Complaints of Discrimination**

Complaints of discrimination shall be handled under **29 CFR Part 38**.

#### **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.

#### **3.14.9 Appeals Process**

Any dispute between the Awarding Entity and the recipient/subrecipient/subgrantee concerning the terms or provisions of this Grant Agreement which constitutes a question of fact, and which is not disposed of by agreement, shall be decided by the Awarding Entity.



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.

Appeals regarding monitoring findings and/or enforcement actions may be appealed as follows:

1. Within 14 days of receipt of the final monitoring determination or notice of enforcement action, a written appeal may be made to the Executive Director of WorkLink WDB.
2. The Executive Director will issue a written decision within 30 days. The decision shall be final and conclusive, unless the recipient/subrecipient/subgrantee furnishes the Awarding Entity with a written appeal as outlined below.
3. If dissatisfied with the decision as set forth by the Executive Director, a written appeal may be made to the WorkLink Workforce Development Board (WDB) within 14 days of receipt of decision.
4. The Chair will designate the Executive Committee or an Ad hoc Committee of at least five WorkLink WDB members to hear the appeal.
5. The WorkLink WDB will hear the appeal and render a decision within 60 days.
6. The recipient/subrecipient/subgrantee will be notified of the WorkLink WDB's decision within 20 days.

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, unless the Agreement is otherwise terminated by either parties. The decisions of the WorkLink WDB (appointed committee) 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. 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.

Appeal requests made to the WorkLink WDB must be submitted in writing as follows:

WorkLink WDB  
Attn: Appeal  
1376 Tiger Blvd, Ste 102  
Clemson, SC 29631

### **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 Sectarian Activities (Section 188 (a)(3) and 29 CFR Part 2, subpart D)**

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.

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.

29 CFR part 2, subpart D, governs the circumstances under which Department support, including under WIOA Title I financial assistance, may be used to employ or train participants in religious activities. Under that subpart, such assistance may be used for such employment or training only when the assistance is provided indirectly within the meaning of the Establishment Clause of the U.S. Constitution, and not when the assistance is provided directly. As explained in that subpart, assistance provided through an Individual Training Account is generally considered indirect, and other mechanisms may also be considered indirect. See also 20 CFR 683.255 and 683.285. 29 CFR part 2, subpart D, also contains requirements related to equal treatment of religious organizations in Department of Labor programs, and to protection of religious liberty for Department of Labor social service providers and beneficiaries.

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.

### **3.15.5 Unionization and Political Activity**

#### **3.15.5.1 Union**

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

#### **3.15.5.2 Political Activity**

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

- (d) No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress or to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislatures.

#### **3.15.6      Maintenance of Effort**

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

- (a) result in an increase in employment and training opportunities over those which would otherwise be available;
- (b) do not result in the displacement of currently employed workers, including partial displacement, such as reduction in hours of non-over-time work, wages or unemployment benefits;
- (c) do not impair existing contracts for services or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed, including services normally provided by temporary, part-time or seasonal workers or through contracting such services out; or
- (d) result in the creation of jobs that are in addition to those that would be funded in the absence of assistance under the Act.

#### **3.15.7      Lobbying (2 CFR §200.450)**

No federally appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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.

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 Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

#### **3.15.8      Debarment, Suspension, and Other Responsibility Matters**

The Grantee agrees to comply with 2 CFR Part 200.213, which states that non-Federal entities and contractors are subject to the non-procurement and debarment and suspension regulations.

#### **3.15.9      Drug-Free Workplace (Public Law 100-690)**

The Grantee agrees to comply with provisions of 41 U.S.C. §702 in providing a drug-free workplace.

## Proposer/Offeror Signature Sheet

PROPOSER/OFFEROR: \_\_\_\_\_

ORGANIZATION NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TYPE OF AGENCY:    ☐ Government                      ☐ Private Non-profit  
                             ☐ School District                  ☐ Private-for-profit

ACTIVITY DESIGNATION:

## Youth Program

( ) Eligibility Determination  
( ) Case Management

TYPE OF CONTRACT PROPOSED: ☐ Cost Reimbursement

**CERTIFICATION:**

This information contained in the proposal fairly represents the Agency/Organization/Business and its proposed operating plans and budget for the specified WIOA activity. I acknowledge that I have read and understand the requirements of the Request for Proposal and that the Agency/Organization/Business is prepared to implement the activity as specified in this proposal. I certify that I am authorized to sign this signature sheet on behalf of the Agency/Organization/Business submitting this signature sheet. This request is firm for a period of at least 90 days from the closing date for submission.

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Signatory Official/Title

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Date

WORKFORCE DEVELOPMENT BOARD  
WorkLink Workforce Innovation and Opportunity Act  
**GRANT BUDGET SUMMARY**

Service Provider \_\_\_\_\_ Contract # \_\_\_\_\_

Project/Activity \_\_\_\_\_ Funding Source \_\_\_\_\_ Modification # \_\_\_\_\_

| Line Items  | Administrative | Non-Administrative | Total Budget Amount | In-Kind Contributions * |
|---|----------------|--------------------|---------------------|-------------------------|
| Salaries & Fringe Benefits                          | \$ -           | \$ -               | \$ -                | \$ -                    |
| Facilities/Rent Costs (space)                       | \$ -           | \$ -               | \$ -                | \$ -                    |
| Non-Expendable Equipment Costs                      | \$ -           | \$ -               | \$ -                | \$ -                    |
| Operating Expenses                                  | \$ -           | \$ -               | \$ -                | \$ -                    |
| WI Customer Wages and Fringe Benefits               |                | \$ -               | \$ -                | \$ -                    |
| WI Customer Individualized Training Costs           |                | \$ -               | \$ -                | \$ -                    |
| WI Customer Supportive Services Costs               |                | \$ -               | \$ -                | \$ -                    |
| WI Customer Needs-Based/Needs-Related Payment Costs |                | \$ -               | \$ -                | \$ -                    |
| WI Payments to Employers Costs                      |                | \$ -               | \$ -                | \$ -                    |
| Staff Training/Tech Services Costs                  | \$ -           | \$ -               | \$ -                | \$ -                    |
| Other Direct Costs                                  | \$ -           | \$ -               | \$ -                | \$ -                    |
| Training Fees/Professional Fees/ Profit             | \$ -           | \$ -               | \$ -                | \$ -                    |
| Indirect Costs                                      | \$ -           | \$ -               | \$ -                | \$ -                    |
| Total Budget Costs                                  | \$ -           | \$ -               | \$ -                | \$ -                    |
| Percentage of Budget                                | #DIV/0!        | #DIV/0!            | #DIV/0!             |                         |
| Cost Limitations                                    | 2% Maximum     | At least 98%       | 100%                |                         |

\* In-Kind Contributions should not be included when calculating the Percentage of the Budget.

WORKFORCE DEVELOPMENT BOARD  
WorkLink Workforce InNOVATION AND Opportunity Act  
**STAFF SALARIES, FRINGE BENEFITS & INDIRECT COST**

Service Provider \_\_\_\_\_ Contract # \_\_\_\_\_

Project/ Activity \_\_\_\_\_ Funding Source \_\_\_\_\_ Mod # \_\_\_\_\_

STAFF & INDIRECT COST - BUDGET SUMMARY

| SALARIES, FRINGE BENEFITS, & INDIRECT COST |                     |                  |              |                 | ADMINISTRATION |        | NON-ADMINISTRATIVE |        | In-Kind Contributions* |
|--|---------------------|------------------|--------------|-----------------|----------------|--------|--------------------|--------|------------------------|
| Staff Salaries:<br>Position Title          | Salary<br>Per Month | No. of<br>Months | % of<br>Time | TOTAL<br>AMOUNT | %              | Amount | %                  | Amount |                        |
|  | \$ -                | 0                | 0%           | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
|  | \$ -                | 0                | 0%           | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
|  | \$ -                | 0                | 0%           | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
|  | \$ -                | 0                | 0%           | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
|  | \$ -                | 0                | 0%           | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
|  | \$ -                | 0                | 0%           | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
|  | \$ -                | 0                | 0%           | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
| <b>TOTAL SALARIES</b>                      |                     |                  |              | \$ -            |                | \$0    |                    | \$0    | \$ -                   |
| FRINGE BENEFITS:                           |                     |                  |              |                 |                |        |                    |        |                        |
| FICA                                       | 0%                  | X                | \$ -         | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
| Workers Comp.                              | 0%                  | X                | \$ -         | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
| Health & Wealth (Pos. Level)               | 0%                  | X                | \$ -         | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
| Ret. / Pension                             | 0%                  | X                | \$ -         | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
| Unemployment Insurance                     | 0%                  | X                | \$ -         | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
| Other (Specify)                            | 0%                  | X                | \$ -         | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
| <b>TOTAL FRINGE BENEFITS</b>               |                     |                  |              | \$ -            |                | \$0    |                    | \$0    | \$ -                   |
| <b>INDIRECT COST: RATE</b>                 | <b>0%</b>           | <b>X</b>         | <b>\$ -</b>  | \$ -            | 0%             | \$0    | 0%                 | \$0    | \$ -                   |
| <b>TOTAL COST</b>                          |                     |                  |              | \$ -            |                | \$ -   |                    | \$ -   | \$ -                   |

Each position must be supported by a job description.

A current copy of your "Indirect Cost Rate" as approved by your Cognizant Agency and description of the costs covered must be attached to the budget as an Exhibit

WORKFORCE DEVELOPMENT BOARD  
WorkLink Workforce Innovation and Opportunity Act  
**COST AND PRICE ANALYSIS WORKSHEET**

Service Provider \_\_\_\_\_ Contract # \_\_\_\_\_

Project/Activity \_\_\_\_\_ Fund Source \_\_\_\_\_ Mod # \_\_\_\_\_

| <b>Cost and Price Analysis</b>                          | <b>Total Cost</b> | <b>Administrative</b> | <b>Non-Administrative</b> | <b>In-Kind Contributions</b> |
|---|-------------------|-----------------------|---------------------------|------------------------------|
| <b>FACILITIES COST *</b>                                |                   |                       |                           |                              |
| <b>Total Cost of Facilities or Rent</b>                 | \$ -              |                       |                           |                              |
| <b>NON-EXPENDABLE EQUIPMENT</b>                         |                   |                       |                           |                              |
| Equipment Rental Cost *                                 |                   |                       |                           |                              |
| Non-Expendable Equipment Purchases                      | \$ -              |                       |                           |                              |
| Wide Area Network (WAN) Equipment and Computer Software | \$ -              |                       |                           |                              |
| <b>Total Cost of Non-Expendable Equipment</b>           | \$ -              | \$ -                  | \$ -                      | \$ -                         |
| <b>OPERATING EXPENSES</b>                               |                   |                       |                           |                              |
| Communications  |                   |                       |                           |                              |
| Local Telephone Cost                                    | \$ -              |                       |                           |                              |
| Long Distance Telephone Cost                            | \$ -              |                       |                           |                              |
| Wide Area Network Lines                                 | \$ -              |                       |                           |                              |
| Postage ( )   | \$ -              |                       |                           |                              |
| Facsimile (Fax)   | \$ -              |                       |                           |                              |
| <b>Total Cost of Communications</b>                     | \$ -              | \$ -                  | \$ -                      | \$ -                         |
| Staff Travel  |                   |                       |                           |                              |
| Local Mileage cost                                      | \$ -              |                       |                           |                              |
| Non-Local Mileage cost                                  | \$ -              |                       |                           |                              |
| Non-Local Per Diem/Lodging Cost                         | \$ -              |                       |                           |                              |
| <b>Total Cost of Staff Travel</b>                       | \$ -              | \$ -                  | \$ -                      | \$ -                         |
| Expendable Supplies and Materials                       |                   |                       |                           |                              |
| Office/Desktop Supplies and Materials Cost              | \$ -              |                       |                           |                              |



| <b>Cost and Price Analysis</b>                               | <b>Total Cost</b> | <b>Administrative</b> | <b>Non-Administrative</b> | <b>In-Kind Contributions</b> |
|--|-------------------|-----------------------|---------------------------|------------------------------|
| Copying Cost *   | \$ -              |                       |                           |                              |
| WI Customer Supplies and Materials Cost *                    | \$ -              |                       |                           |                              |
| Total Cost of Supplies and Materials                         | \$ -              | \$ -                  | \$ -                      | \$ -                         |
| Equipment Maintenance and Repairs Cost *                     | \$ -              |                       |                           |                              |
| Utilities Cost *   | \$ -              |                       |                           |                              |
| <b>Total Operating Expenses</b>                              | \$ -              | \$ -                  | \$ -                      | \$ -                         |
| <b>WI CUSTOMER WAGES AND FRINGE BENEFITS</b>                 |                   |                       |                           |                              |
| Work Experience Wages and Fringe Benefits                    |                   |                       |                           |                              |
| Work Experience Wage Cost                                    | \$ -              |                       |                           |                              |
| Work Experience Fringe Benefits Cost                         | \$ -              |                       |                           |                              |
| <b>Total Cost of Work Experience</b>                         | \$ -              |                       | \$ -                      | \$ -                         |
| Limited Internship Wages and Fringe Benefits                 |                   |                       |                           |                              |
| Limited Internship Wage Cost                                 | \$ -              |                       |                           |                              |
| Limited Internship Fringe Benefits Cost                      | \$ -              |                       |                           |                              |
| <b>Total Cost of Limited Internship</b>                      | \$ -              |                       | \$ -                      | \$ -                         |
| Miscellaneous Wage Cost (Specify) _____                      |                   |                       |                           |                              |
| Wage Cost  | \$ -              |                       |                           |                              |
| Fringe Benefits Cost   | \$ -              |                       |                           |                              |
| <b>Total Cost of</b> _____                                   | \$ -              |                       | \$ -                      | \$ -                         |
| <b>Total Cost of WI Customer Wages &amp; Fringe Benefits</b> | \$ -              |                       | \$ -                      | \$ -                         |
| <b>WI CUSTOMER INDIVIDUALIZED TRAINING COSTS</b>             |                   |                       |                           |                              |
| Tuition Cost   | \$ -              |                       | \$ -                      | \$ -                         |
| Instructional Supply Cost                                    | \$ -              |                       | \$ -                      | \$ -                         |
| Other Individualized Training Cost                           | \$ -              |                       | \$ -                      | \$ -                         |
| Individual Training Account/Voucher Cost                     | \$ -              |                       | \$ -                      | \$ -                         |
| <b>Total Cost WI Customer Individualized Training</b>        | \$ -              |                       | \$ -                      | \$ -                         |
| <b>WI CUSTOMER SUPPORTIVE SERVICES COSTS</b>                 |                   |                       |                           |                              |
| Child Care   | \$ -              |                       | \$ -                      | \$ -                         |

| <b>Cost and Price Analysis</b>                            | <b>Total Cost</b> | <b>Administrative</b> | <b>Non-Administrative</b> | <b>In-Kind Contributions</b> |
|---|-------------------|-----------------------|---------------------------|------------------------------|
| Transportation  | \$ -              |                       | \$ -                      | \$ -                         |
| Client Incentives   | \$ -              |                       | \$ -                      | \$ -                         |
| Client Training Support Materials                         | \$ -              |                       | \$ -                      | \$ -                         |
| Client Emergency Assistance & Expungements                | \$ -              |                       | \$ -                      | \$ -                         |
| <b>Total Cost of Customer Support Services</b>            | \$ -              |                       | \$ -                      | \$ -                         |
| <b>WI CUSTOMER NEEDS-BASED/NEED-RELATED PAYMENTS</b>      |                   |                       |                           |                              |
| List Type and Amount                                      | \$ -              |                       | \$ -                      | \$ -                         |
|   | \$ -              |                       | \$ -                      | \$ -                         |
|   | \$ -              |                       | \$ -                      | \$ -                         |
|   | \$ -              |                       | \$ -                      | \$ -                         |
| <b>Total Cost of WI Needs Based/Need-Related Payments</b> | \$ -              |                       | \$ -                      | \$ -                         |
| <b>WI PAYMENTS TO EMPLOYERS</b>                           |                   |                       |                           |                              |
| On-the-Job Training (OJT)                                 | \$ -              |                       | \$ -                      | \$ -                         |
| Job Creation Payment Cost                                 | \$ -              |                       | \$ -                      | \$ -                         |
| <b>Total Cost of WI Payments to Employers</b>             | \$ -              |                       | \$ -                      | \$ -                         |
| <b>STAFF TRAINING/TECHNICAL SERVICES COSTS</b>            |                   |                       |                           |                              |
| List Type and Amount                                      |                   |                       |                           |                              |
|   | \$ -              | \$ -                  | \$ -                      | \$ -                         |
|   | \$ -              | \$ -                  | \$ -                      | \$ -                         |
|   | \$ -              | \$ -                  | \$ -                      | \$ -                         |
|   | \$ -              | \$ -                  | \$ -                      | \$ -                         |
| <b>Total Cost of Staff Training/Technical Services</b>    | \$ -              | \$ -                  | \$ -                      | \$ -                         |
| <b>OTHER DIRECT COSTS</b>                                 |                   |                       |                           |                              |
| List Type and Amount                                      |                   |                       |                           |                              |
|   | \$ -              | \$ -                  | \$ -                      | \$ -                         |
|   | \$ -              | \$ -                  | \$ -                      | \$ -                         |
|   | \$ -              | \$ -                  | \$ -                      | \$ -                         |
|   | \$ -              | \$ -                  | \$ -                      | \$ -                         |

| Cost and Price Analysis                         | Total Cost | Administrative | Non-Administrative | In-Kind Contributions |
|---|------------|----------------|--------------------|-----------------------|
|   | \$ -       | \$ -           | \$ -               | \$ -                  |
| Total Other Direct Costs                        | \$ -       | \$ -           | \$ -               | \$ -                  |
| TRAINING/PROFESSIONAL FEES/PROFIT               |            |                |                    |                       |
| Budgeted Profit                                 | \$ -       | \$ -           | \$ -               | \$ -                  |
| Professional Fees                               | \$ -       | \$ -           | \$ -               | \$ -                  |
| Other   | \$ -       | \$ -           | \$ -               | \$ -                  |
| Total Cost of Training/Professional Fees/Profit | \$ -       | \$ -           | \$ -               | \$ -                  |

WORKFORCE DEVELOPMENT BOARD  
WorkLink Workforce Innovation and Opportunity Act  
CLIENT FLOW PROJECTIONS

Service Provider \_\_\_\_\_ Contract # \_\_\_\_\_

Project Activity \_\_\_\_\_ Fund Source \_\_\_\_\_

| Period    | Clients Served |     |            | Clients Exited |          |            | Active Clients |
|-----------|----------------|-----|------------|----------------|----------|------------|----------------|
|           | Carryover      | New | Cumulative | Positive       | Negative | Cumulative |                |
| July      | 0              | 0   | 0          | 0              | 0        | 0          | 0              |
| August    |                | 0   | 0          | 0              | 0        | 0          | 0              |
| September |                | 0   | 0          | 0              | 0        | 0          | 0              |
| October   |                | 0   | 0          | 0              | 0        | 0          | 0              |
| November  |                | 0   | 0          | 0              | 0        | 0          | 0              |
| December  |                | 0   | 0          | 0              | 0        | 0          | 0              |
| January   |                | 0   | 0          | 0              | 0        | 0          | 0              |
| February  |                | 0   | 0          | 0              | 0        | 0          | 0              |
| March     |                | 0   | 0          | 0              | 0        | 0          | 0              |
| April     |                | 0   | 0          | 0              | 0        | 0          | 0              |
| May       |                | 0   | 0          | 0              | 0        | 0          | 0              |
| June      |                | 0   | 0          | 0              | 0        | 0          | 0              |

Active Clients equal Cumulative Clients Served minus Cumulative Clients Exited

## **Proposal Checklist Form**

### **Forms**

- Proposer/Offeror Signature Sheet Attached
- Budget Form Attached
- Client Flow Form Attached
- Proposal Checklist Form Attached

### **Format**

- Correct number of copies attached
- Document formatted correctly

### **Narrative**

- Is the executive summary which describes the number to be served, the outcomes that are planned, and the basic program approach included?
- Are the goals/objectives and performance outcomes clearly stated including the number of participants (from specific target groups as appropriate) that will be served and what the numeric outcomes of the program will be in terms of obtain credential, job placement, post-secondary education, increased wages, and obtaining additional skills and/or returning to school?
- Are Target groups clearly spelled out?

### **Does the program description describe:**

- Outreach/Recruitment/Orientation
- Eligibility Determination/Objective Assessment/Individual Service Strategy (ISS) Plan
  - Case Management
  - Program Services
  - Follow-Up (All youth must receive twelve (12) months of follow-up services).
- Does the description tell how the program will address or make available the additional required fourteen (14) youth program elements?

## **Proposal Checklist Form**

- How will the program interact with the SC Works Centers or make referrals to other community agencies/ entities?
- How will the program address career pathways?
- How will the program meet the priority 20% work experience expenditure mandate?
- Is a staffing plan included with relevant qualifications?
- Is a description of facilities included?
- Is a description of partnerships included?
- Is there a description of in-kind services?
- Is information on the administrative capabilities of the proposer included?
- Is relevant program experience from the last two years included in the description?
- Is relevant program performance data provided from the last two years? (If including WIOA Youth Performance, provide official/confirmed PY'19 and PY'20 WIOA Quarterly Report Summary- 4<sup>th</sup> Quarter (Rolling 4 Quarters) and/or Annual Report of Local Area Youth Performance Data).
- Is the potential use of any subcontract described?
- Is a budget narrative included?
- Does the proposal address every evaluation criterion?

**REQUEST FOR PROPOSALS  
RATING & EVALUATION FORM**

Proposer \_\_\_\_\_

Activity \_\_\_\_\_

| <b>Criteria</b>                     | <b>Weight</b> | <b>Score</b> |
|-------------------------------------|---------------|--------------|
| Program Design Considerations       | 25            |              |
| Proposer's/Offeror's Qualifications | 25            |              |
| Proposed Performance                | 20            |              |
| Fiscal Responsibility               | 10            |              |
| Budget                              | 10            |              |
| General Responsiveness              | 10            |              |
| <b>Total</b>                        | <b>100</b>    |              |

The above criteria that will be used to evaluate proposers or offerors. A responsive proposal must receive an aggregate score of 70 from the Review Panel in order to be considered for funding.

Evaluated by \_\_\_\_\_

Date \_\_\_\_\_