

# SC WORKS

UPPER SAVANNAH

## REQUEST FOR PROPOSALS

ADULT, DISLOCATED WORKER, & YOUTH CAREER SERVICES  
&  
ONE-STOP OPERATOR

(RFP-26-ADWYO)

Pursuant to the Requirements of the:  
WORKFORCE INNOVATION AND OPPORTUNITY ACT  
PUBLIC LAW 113-128, TITLE I

SERVING:  
ABBEVILLE, EDGEFIELD, GREENWOOD, LAURENS, MCCORMICK,  
NEWBERRY, & SALUDA COUNTIES OF SOUTH CAROLINA

# SC WORKS

BRINGING EMPLOYERS  
AND JOB SEEKERS TOGETHER



430 Helix Road Greenwood, SC 29646

Telephone 864-941-8050

E-mail: [kkunkel@uppersavannah.com](mailto:kkunkel@uppersavannah.com)

[www.uppersavannah.com](http://www.uppersavannah.com)

[www.upperscworks.com](http://www.upperscworks.com)

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## **PART I: GENERAL INFORMATION**

### **A. DISCLAIMER**

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 and implemented on July 1, 2015. The US Department of Labor released the Final Regulations on June 30, 2016, which were published in the Federal Register on August 19, 2016. This request for proposals, any bids submitted by proposers to this request, and any final contracts negotiated with the successful Bidder(s) as a result of this proposal is subject to final laws and regulations and may be changed at any time to be in compliance with those laws and regulations. Bidders are strongly encouraged to follow the Department of Labor's WIOA resource page for the latest updates: [www.doleta.gov/wioa](http://www.doleta.gov/wioa)

As the Upper Savannah Workforce Development Board continues to develop and refine its systems, policies, procedures, and regulations, changes may occur. Bidding organizations may be requested to modify program design or the delivery of services. Should a request for a change in program design or service occur, administrative staff will assist bidding organizations or service providers in the redesign to ensure consistency with board policy and regulatory requirements.

The Upper Savannah Workforce Development Board reserves the right to cancel or modify this request for proposal or the scope of funding of an approved WIOA program to any extent necessary to ensure compliance with state and/or federal guidelines. This may occur at any time prior to or during implementation of the WIOA programs for Program Year (PY) 2026 or any applicable extensions. Therefore, all successful proposers must demonstrate the capability and agree, in advance, to modify their program design to comply with the new regulations and/or changes to available funds.

### **B. INTRODUCTION/PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit competitive applications for the operation of programs to serve Workforce Innovation and Opportunity Act (WIOA) – eligibility, Adults, Dislocated Workers, Youth as well as a One-Stop Operator. Upper Savannah Workforce Development Board is seeking proposals to provide workforce development activities and services to eligible individuals residing in Abbeville, Edgefield, Greenwood, Laurens, McCormick, Newberry & Saluda Counties, South Carolina.

WIOA was designed to help job seekers access employment, education, training and support services to succeed in the labor market and matched employers with the skilled workers they need. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, The Wagner-Peyser Act, and the Rehabilitation Act of 1973. Updates from the US Department of Labor will be issued over time. The website for the latest on WIOA regulations is [www.doleta.gov/wioa](http://www.doleta.gov/wioa).

Workforce development-oriented organizations, with or without previous experience as a contractor with the Upper Savannah area, are encouraged to submit proposals. Only proposals from organizations that can demonstrate that they can provide workforce development services within the region and scope set forth by Upper Savannah Council of Governments (COG) and Workforce Development Board will be considered for funding.

### **C. LOCAL INTRODUCTION**

The Workforce Innovation and Opportunity Act encourages regionalism. Section 106(c) of the WIOA outlines, in part, that after planning regions are identified, the Upper Savannah Workforce Development Boards and chief elected officials shall engage in regional planning processes that result in preparation of a regional plan and regional service strategies, including use of cooperative delivery agreements. The Upper Savannah Workforce Area is part of the Upstate Region which also

includes the Greenville, Upper Savannah, Upstate, and WorkLink Areas.

#### **D. FUNDING AVAILABILITY**

The planning estimate for the purpose of this RFP is **\$650,000.00** total (per year) for services to WIOA Adults, Dislocated Workers, Youth, and Operator (in the seven-county area). Employment and training activities for adults, dislocated workers and youth each have their own funding stream and eligibility requirements. **IMPORTANT NOTICE** - Funding levels identified in this RFP are preliminary estimates and are used for planning purposes only. Total final contract amounts are subject to change based on actual funding from U.S. DOL for PY26.

The allocation of funds for this RFP is as follows.

- Adult Career Services      \$315,000
- Dislocated Worker CS      \$ 45,000
- Youth Services              \$200,000
- One Stop Operator
  - Adult                      \$50,000
  - DW                         \$15,000
  - Youth                      \$25,000
- Please submit one budget for Adult & Dislocated Worker Career Services and Youth Services and one budget for One Stop Operator. A minimum of 30% must go towards participant cost (i.e. Training, Supportive Services, Staff)

The Upper Savannah Workforce Development Board will award a contract based on allocations approved by the State at the beginning of each program year. The South Carolina State Workforce Development Board has set the expectation that the local areas will reach a minimum of 70% expenditures of the total available funds for each program year for each funding stream. Therefore, it is expected that the contractor will expend not less than 90% of their total budget each program year. Bidders should propose comprehensive WIOA services to be provided to Adult, Dislocated Worker and Youth customers and must delineate costs for One-Stop Operator.

#### **E. APPLICABLE ACT AND REGULATIONS**

This RFP and programs funded as a result of this RFP are governed by Public Law 113-128 signed into law on July 22, 2014, entitled the “Workforce Innovation and Opportunity Act of 2014,” (WIOA). Contractors shall comply with the WIOA, the Regulations, State and Upper Savannah Local Area Instructions, agency policies as well as other federal, state and local laws and regulations.

#### **F. ELIGIBLE PROPOSERS**

Any governmental, non-profit or private for-profit organization may apply for an award in response to this RFP. Nothing herein is intended to, nor should it be construed to, limit competition. Instead, this RFP is for the purpose of meeting the full needs of the Upper Savannah Workforce Development Area using a system of fair, impartial and free competition among all Bidders. It is the intent and purpose of the Upper Savannah Workforce Development Board and Upper Savannah COG (administrative entity) that this RFP permits competition. Procurement will be according to federal law and Upper Savannah COG procurement policies. To be eligible to receive funds from the Upper Savannah Workforce Area made available to operate the One-Stop Centers, a proposer must be a public, private or not for profit entity that has a history of providing workforce services. (“or another interested organization that is capable of carrying out the duties of the One Stop Operator – must demonstrate previous history”)

#### **G. SERVICE AREA**

This RFP is specifically soliciting bids for WIOA Adult, Dislocated Worker, Youth and One Stop Operator services in Abbeville, Edgefield, Greenwood, Laurens, McCormick, Newberry & Saluda Counties.

**H. BIDDER'S CONFERENCE**

All questions and requests for additional information must be submitted in writing and will be addressed through the virtual bidders' conference. Questions shall be submitted by mail or email no later than 12:00 p.m. (Noon) on February 27, 2026, to:

Kal Kunkel  
Upper Savannah Workforce Development Director  
430 Helix Road  
Greenwood, SC 29646  
Email: kkunkel@uppersavannah.com

All written questions will be addressed during the virtual bidders' conference scheduled for March 3, 2026, at 10:00 a.m. Responses to written questions, along with any additional questions raised during the bidders' conference, will be posted on the Upper Savannah SC Works website (www.upperscworks.com) no later than 12:00 p.m. on March 6, 2026.

No questions will be answered by telephone at any time during the response period.

**I. DELIVERY OF PROPOSALS**

Proposals submitted in response to this RFP must be received by the Upper Savannah Regional Council of Governments no later than 12:00 p.m. (EST) on March 26, 2026. Proposals received after this date and time will not be considered and will be deemed non-responsive.

Bidders are strongly encouraged not to wait until the deadline to submit proposals. Proposals may be submitted at any time after the issuance of this RFP and prior to the stated deadline. In the event of any discrepancy or error regarding the proposal due date within the Grant Application Request Package, the official and controlling due date shall be March 26, 2026, at 12:00 p.m. (EST).

Proposals may be hand-delivered or mailed to the following address:

**Delivery Address:**

Upper Savannah Council of Governments  
Attn: Kal Kunkel, Upper Savannah Workforce Development Director  
430 Helix Road  
Greenwood, SC 29646

**J. KEY EVENTS AND DATES**

- |                                      |  |
|--------------------------------------|--|
| 1. Request for Proposals Issued      | Week of February 9, 2026                     |
| 2. Written Questions due             | Friday, February 27, 2026 @ 12:00 P.M.       |
| 3. Virtual Bidders Conference        | Tuesday, March 3, 2026 @ 10:100 A.M.         |
| 4. Answers to Questions Posted       | Friday, March 6, 2026 @ 12:00 P.M.           |
| <b>5. Proposals Due</b>              | <b>Thursday, March 26, 2026 @ 12:00 P.M.</b> |
| 6. USWDB Staff Review                | Week of April 6, 2026                        |
| 7. USWDB Executive Committee         | April 13, 2026 @ 3:00 P.M.                   |
| 8. Written Notice of Intent to Award | May 1, 2026                                  |
| 9. Contract Negotiations Begin       | May 4, 2026 – May 28, 2026                   |
| 10. USWDB Board (Official Vote)      | Monday, June 1, 2026 @ 3:30 P.M.             |

**K. PRESENTATIONS**

Oral presentations, if needed, are at the request of the Upper Savannah Workforce Development Board or Upper Savannah COG (administrative entity).

**L. POLICY OF COMPETITION**

Upper Savannah Regional Council of Governments staff conducts all procurement activities in a manner that ensures full and open competition. This RFP identifies all evaluation factors and their relative importance. All proposals received will undergo a technical evaluation. Awards will be made to responsive and responsible bidders whose proposals are determined to be the most advantageous to the program, in accordance with the stated evaluation criteria.

**M. RESPONSIVENESS OF PROPOSAL**

1. Proposals will be reviewed solely on the material they contain. No modifications, alterations, additions, or substitutions to any proposals will be accepted by applicants after submission.
2. Any proposal that is not typed will be automatically considered nonresponsive.
3. Any proposal that is not submitted with an **original signature and ten (10) copies** will be automatically considered nonresponsive.
4. Any proposal that is considered non-responsive will be issued a score of zero by the review committee. A responsive proposal must include all required forms and a complete Proposal Response Package.

**N. CONTRACT ADMINISTRATION AND NEGOTIATION**

Contracts shall be awarded to a responsive Bidder whose proposal is determined to be most advantageous, taking into consideration the evaluation factors contained in this RFP. In all cases Upper Savannah Workforce Development Board and Upper Savannah COG will be the judge as to whether a Bidder's proposal has satisfactorily met the requirements of this RFP. Upper Savannah COG may require Bidder selected by the Board to participate in cost negotiations, technical revisions, or other revisions to their proposals to finalize the award.

Terms and Conditions will be a part of all Contracts awarded. Terms and Conditions may be subject to changes as a result of changes in (1) Federal or State Code and/or Regulations, (2) local policy or (3) administrative procedure. Successful applicants must be able to obtain and submit, prior to finalizing the contract, insurance coverage, including liability insurance and bonding.

**O. CONTRACT DURATION**

All budgets submitted for activities under this RFP are to be for costs authorized under Public Law 113-128, Title I, in support of Adult, Dislocated Worker and One-Stop Operator functions incurred between **July 1, 2026 – June 30, 2027**. Proposed activities will be limited to those described in Title I. No guarantee for availability of these funds is made at this time.

## PART II: SCOPE OF WORK

### A. OVERVIEW

The Workforce Innovation and Opportunity Act (WIOA) include seven elements of the best practices to be integrated into the service strategies for employment and training programs. The “Job-Driven Checklist” is as follows:

1. **Business Outreach/Employer Engagement** – Work up-front with employers to determine local or regional hiring needs and design training programs that are responsive to those needs.
2. **Earn and Learn** - Offer work-based learning opportunities with employers – including on-the-job training, internships, and pre-apprenticeships and Registered Apprenticeships as training paths to employment.
3. **Smart Choices** – Make better use of data to drive accountability, inform what programs are offered and what is taught, and offer user-friendly information for job seekers to choose what programs and pathways work for them and are likely to result in jobs.
4. **Measurement Matters** – Measure and evaluate employment and earnings outcomes.
5. **Steppingstones** – Promote a seamless progression from one educational steppingstone to another, and across work-based training and education, so individuals’ efforts result in progress.
6. **Opening Doors** – Break down barriers to accessing job-driven training and hiring for any American who is willing to work, including access to supportive services and relevant guidance.
7. **Regional Partnerships** – Create regional collaborations among American Job Centers (SC Works Centers), education institutions, labor and non-profits.

While the above outlines the core principles of the legislation, it is included in the RFP for understanding of those guiding principles and should not be interpreted that the Bidder would be expected to propose all of the tasks listed.

### B. DESCRIPTION OF SERVICES

#### **Adult and Dislocated Worker**

Under WIOA, Adult and Dislocated Workers are provided with career services and there is no required sequence of services, enabling job seekers to access training immediately. Some of these services will be provided by partner organizations and programs currently in the SC Works (One-Stop) Center and others will be provided by the funds awarded from this solicitation. It is imperative that the successful Bidder excel in collaboration of resources to ensure the full array of services is available while having no duplication of services.

**Career services** to be offered include:

- Eligibility Determination for funding and services
- Outreach, intake and orientation to the information and other services available through the One-Stop delivery system
- Initial assessment of skill levels (including literacy, numeracy, and English language proficiency) aptitudes, abilities (including skills gaps) and supportive service needs
- Job search and placement assistance and, in appropriate cases, career counseling, including –
  - Information on in-demand industry sectors and occupations, and non-traditional employment;
  - Appropriate recruitment and other business services on behalf of employers
- Referrals to and coordination of activities with partner programs and services
- Workforce and labor market employment statistics information, which includes job vacancy listings, job skills necessary for job openings; and information on local occupations in demand and the earnings, skill requirements, and opportunities for advancement within those career pathways
- Performance information and program cost information on eligible providers

- Information for the Center customers regarding the local performance accountability measures
- Information for the Center customers relating to the availability of supportive services or assistance provided by partners
- Referrals to supportive services or other needed assistance
- Information and assistance regarding filing claims for unemployment compensation
- Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs
- Other services needed for individuals to obtain or retain employment consisting of the following.
  - Comprehensive and specialized assessments of the skill levels and service needs of adult and dislocated workers which may include but not limited to – diagnostic testing and use of other assessment tools; in-depth interviewing and evaluation to identify employment barriers; appropriate employment goals.
  - Development of an individual employment plan, to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.
  - Group counseling
  - Career planning
  - Short-term prevocational services, including development of learning skills, how to search for jobs, connecting to community resources.
  - Soft skills training: communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.
  - Internships and work experiences linked to careers.
  - Workforce preparation activities.
  - Financial literacy services.
  - English language acquisition and integrated education and training programs.
  - Follow-up services include counseling regarding the workplace, for participants in WIOA authorized activities who obtain unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate.

**Training Services** are described as:

- Occupational skills training, including training for nontraditional employment.
- On-the-Job training.
- Incumbent worker training (as authorized by the State Workforce Development Board and Local Workforce Development Board).
- Programs that combine workplace training with related instruction, which may include cooperative education programs.
- Training programs operated by the private sector.
- Skills upgrading and retraining.
- Entrepreneurial training.
- Transitional jobs.
- Job readiness training provided in combination with occupational skills training.
- Adult education and literacy including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with occupational training.
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

**Business Services** are described as:

Business Services is an integral component of Adult and Dislocated Worker service delivery. Proposals must clearly describe how the Bidder intends to implement and deliver the Business Services function within the One-Stop (SC Works) system.

SC Works Centers shall provide a comprehensive range of integrated services at no cost to eligible employers in support of regional economic and workforce development efforts. The Business Services Team shall be responsible for coordinating the following employer services in collaboration with all required SC Works partners:

- Coordinate the delivery of services to employers across the One-Stop system, including comprehensive SC Works Centers and affiliate sites, WIOA core partners (Adult, Dislocated Worker, Youth, Adult Education and Literacy, Wagner-Peyser, Vocational Rehabilitation, South Carolina Commission for the Blind, Department of Social Services), and other required partners to achieve WIOA Business Services outcomes.
- Connect employers to the One-Stop (SC Works) system by gathering business intelligence and supporting regional workforce partnerships through the development of relationships with local and regional businesses and business-focused organizations.
- Provide workforce services to employers throughout the Upper Savannah Workforce Development Area, including Abbeville, Edgefield, Greenwood, Laurens, McCormick, Newberry, and Saluda Counties.
- Assess and understand the workforce needs and challenges of employers in the Upper Savannah region and align available resources to deliver effective workforce solutions that support the local and regional economy.
- Promote career pathways by communicating the value of talent pipeline development and work-based learning opportunities to employers.
- Deliver presentations to business, industry, and trade organizations on workforce-related topics, programs, and services.
- Evaluate employer workforce development, hiring, recruitment, and retention needs and develop solution-based strategies to address those needs, including hiring events, job fairs, career fairs, and targeted placement activities.
- Participate in layoff aversion efforts in coordination with SC Works partners and support the delivery of Rapid Response services to employees affected by WARN (Worker Adjustment and Retraining Notification) notices, including matching impacted workers with employers that are actively hiring.
- Assist employers in utilizing the South Carolina Workforce Online System (SCWOS) to effectively recruit, screen, and select qualified candidates.
- Participate in community outreach activities, job fairs, career fairs, and other employer- and job seeker-focused events to promote the SC Works system.
- Collaborate with SC Works system partners to design, align, and deliver high-quality services that meet the needs of both business and job seeker customers.
- Provide regular reports on Business Services activities, deliverables, and milestones to Upper Savannah WIOA COG staff, as requested.
- Conduct outreach and coordination to develop and support successful work-based learning opportunities for WIOA participants.
- Provide employers with access to labor market information, demographic data, job trends, and related workforce intelligence.
- Provide information to employers on available resources, including state and federal tax credits, Federal Bonding, and business start-up, retention, and expansion services.
- Provide additional services, as appropriate, to support workforce and economic development objectives.

## Youth

### **Program Design Features**

Provide an objective assessment of each participant's academic levels, skill levels, and service needs. The assessment shall include, at a minimum, an evaluation of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional occupations), supportive service needs, and developmental needs. The purpose of the assessment is to identify appropriate services and career pathways for each participant. A new assessment is not required if the service provider determines that a recent assessment conducted under another education or training program remains appropriate for use.

Develop an individualized service strategy for each participant that is directly linked to one or more of the performance indicators described in Section 116(b)(2)(A)(ii). The service strategy shall identify career pathways that include education and employment goals (including, where appropriate, non-traditional employment), measurable achievement objectives, and the services necessary to support participant success. A new service strategy is not required if the service provider determines that a recent service strategy developed under another education or training program is appropriate for use.

### **Provide**

- Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential.
- Preparation for postsecondary educational and training opportunities.
- Strong linkages between academic instruction and occupational education leading to the attainment of recognized postsecondary credentials.
- Preparation for unsubsidized employment opportunities, in appropriate cases.
- Effective connections with employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

### **Required Youth Program Elements**

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include:
  - a. Summer employment opportunities and other employment opportunities available throughout the school year.
  - b. Pre-apprenticeship programs.
  - c. Internships and job shadowing.
  - d. On-the-job training opportunities.

**(NOTE: At least 20 percent of Youth Formula Funds must be spent on Work-Based Learning activities such as summer jobs, pre-apprenticeship, on-the-job training, and internships so that youth can be prepared for employment. To meet the 20 percent requirement, the successful bidder must spend at least 25 percent of their total Youth funds on work experience.**

4. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials aligned with in demand industry sectors or occupations in the local area involved, if the local board determines that the programs meet the quality criteria described in section 123.
5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.

7. Supportive services.
8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
9. Follow-up services for not less than 12 months after the completion of participation, as appropriate.
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
11. Financial literacy education.
12. Entrepreneurial skills training.
13. 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.
14. Activities that help youth prepare for and transition to postsecondary education and training.

### **Other Required Program Elements**

- Each youth program may determine what program elements to provide to each of their participants; however, the Upper Savannah WDB envisions that each program will have processes, curriculum, and/or resources in place to provide all of the required 14 elements (WIOA Title 1, Section 129 (C) 2) as needed by participants.
- The Upper Savannah Youth Committee values career guidance and development, particularly as it relates to in-demand occupations in the area.
- Programs must provide referrals to other community-based services for youth determined eligible but not enrolled as participants in the program.
- The Upper Savannah Youth Committee will ensure that at-risk youth in each county (Abbeville, Edgefield, Greenwood, Laurens, McCormick, Newberry, and Saluda Counties) are served through the selection of eligible providers for these areas.
- Selected programs must participate in the nomination of outstanding youth participants for state and other awards throughout the program year.

### **One-Stop Operator**

The One-Stop Operator functions as a managing partner within the One-Stop delivery system. In this role, the Operator is responsible for identifying service delivery issues and collaborating with co-located and participating partners to develop and implement effective solutions. Workforce services integrated within the One-Stop service delivery framework and delivered by partner agencies through a variety of funding sources. The Operator shall ensure the seamless, coordinated delivery of services across all partners throughout the Upper Savannah Workforce Development Area, including Abbeville, Edgefield, Greenwood, Laurens, McCormick, Newberry, and Saluda Counties.

#### **1. Day-to-Day Operations**

The Operator coordinates, facilitates, promotes, designs, and expedites services for the SC Works Upper Savannah system. Operations include the delivery of the full array of WIOA services (to include required and non-mandated) to all interested job seekers and employers in SC Works Centers. The Operator will work to deliver a seamless system of partner services in the Upper Savannah seven county area. Activities will include:

- Enforce Upper Savannah operational policies including hours of operations, data confidentiality, proper use of Personal Identity Information, proper equipment use, health and safety, emergencies, and service delivery.
- Coordinate with partners to ensure all shared areas in the Center are staffed properly.
- Ensure all Centers and services are ADA (American with Disabilities Act) and EO (Equal Employment Opportunity) compliant.
- Coordinate the use of shared equipment (copiers, printers, necessary maintenance, etc.) and supplies (ink and toner) in the Center.
- Establish, disseminate, and enforce Center policies and procedures.
- Maintain updates to the Center policies for each Center and coordinate training as needed.

- Implement Centers' staff development plan that includes technical training for use of SCWOS, information sharing, and team building.
- Evaluate Center activities for customer satisfaction, continuous improvement, and measurement achievement.
- Develop and implement new hire orientation to acclimate new partner employees to site procedures and policies.
- Address customer complaints in a timely, efficient, and effective manner.
- Possess a thorough knowledge of building lease terms to ensure compliance and function as a liaison to the landlord.
- Convene.
- Convene quarterly and annual SC Works Partners meetings to include the annual MOU/IFA (Memorandum of Understanding/Infrastructure Funding Agreement) negotiation.
- Provide One Stop Center Reports monthly by the 10<sup>th</sup> of the following month to the Upper Savannah Workforce Development Board staff.
- Manage other day-to-day business and facility functions of the designated One-Stop Centers.

## 2. SC Works Certification

The Operator shall maintain all required components and standards necessary to achieve and sustain SC Works Certification in Management, Job Seeker Services, and Employer Services. The Operator will coordinate with the Upper Savannah Workforce Development Board to ensure system-wide compliance and will apply continuous quality improvement tools to document performance and outcomes. Additional assessment tools may be developed as needed to support certification requirements.

## 3. Outreach and Business Services Integration

The Upper Savannah Workforce Development Board has designated the Operator to serve as Business Services Lead, and work collaboratively to ensure effective, coordinated service delivery. The Operator will oversee outreach to chambers of commerce, economic development organizations, trade associations, and state partners, and will manage the Regional Business Services Team serving the seven-county Upper Savannah area as time will permit.

The Operator will ensure ADA and EO compliance throughout the centers in concert with Upper Savannah Workforce Board Staff. The Operator will maintain the Limited English Proficiency (LEP) Plan and ADA accessibility equipment. The Operator will ensure staff understand how to implement the LEP plan and utilize the ADA accessibility equipment

## C. CURRENT CENTER LOCATIONS

It is the expectation that centers will remain in their current locations. Moving or opening additional centers will require Upper Savannah Workforce Development Board staff approval. The SC Works Centers shall be open as listed below. The Upper Savannah Workforce Board is considering the closure of Affiliate Sites in Abbeville, Edgefield, McCormick and Saluda Counties due to budget constraints. That decision will be determined in May 2026.

### Upper Savannah Comprehensive Center:

1. SC Works Greenwood, 929 Phoenix Street, Greenwood, SC 29646
  - Monday–Friday, 8:30a.m.–12:00p.m. & 1:00p.m.-5:00 p.m.

### Upper Savannah Affiliate Sites:

2. SC Works Laurens - 1029 West Main St, Laurens, SC 29360
  - Monday–Friday, 8:30a.m.–12:00p.m. & 1:00p.m.-5:00 p.m.
3. SC Works Newberry - 1840 Wilson Rd, Newberry, SC 29108
  - Monday–Friday, 8:30a.m.–12:00p.m. & 1:00p.m.-5:00 p.m.
4. SC Works Abbeville - 903 W. Greenwood St., Abbeville, SC 29620
  - 1st Tuesday of Month (9am – 12pm & 1pm-4pm)

5. SC Works Edgefield - 21 Star Road, Edgefield, SC 29824
  - 2nd Tuesday of Month (9am – 12pm & 1pm-4pm)
6. SC Works McCormick - 109 West Augusta St, McCormick, SC 29835
  - 3rd Tuesday of Month (9am – 12pm & 1pm-4pm)
7. SC Works Saluda - 407 West Butler Ave, Saluda, SC 29138
  - 4th Tuesday of Month (9am – 12pm & 1pm-4pm)

**D. PERFORMANCE STANDARDS**

The Bidder shall include performance outcomes that will be achieved consistent with federal performance standards and the performance expectations of the Upper Savannah Workforce Development Board and the State of SC. The Upper Savannah Workforce Development Board expects the successful Bidder will propose performance outcomes, but more importantly, the response to this RFP must indicate how the combination of services proposed will achieve performance standards. Upper Savannah Program Year 2026 performance measures listed below.

<b>WIOA TITLE I – ADULT</b>	
Employment Rate 2 <sup>nd</sup> Quarter After Exit	78.00%
Employment Rate 4 <sup>th</sup> Quarter After Exit	81.00%
Median Earnings in the 2 <sup>nd</sup> Quarter After Exit	\$6,832
Credential Attainment Rate	67.00%
Measurable Skill Gains	63.50%
<b>WIOA TITLE I – DISLOCATED WORKER</b>	
Employment Rate 2 <sup>nd</sup> Quarter After Exit	85.40%
Employment Rate 4 <sup>th</sup> Quarter After Exit	84.50%
Median Earnings in the 2 <sup>nd</sup> Quarter After Exit	\$8,400
Credential Attainment Rate	78.10%
Measurable Skill Gains	67.70%
<b>WIOA TITLE I – YOUTH</b>	
Education or Training Activities or Employment in the 2 <sup>nd</sup> Quarter After Exit	74.50%
Education or Training Activities or Employment in the 4 <sup>th</sup> Quarter After Exit	75.00%
Median Earnings in the 2 <sup>nd</sup> Quarter After Exit	\$4,200
Credential Attainment Rate	69.00%
Measurable Skill Gains	61.50%

## E. ELIGIBILITY

### **WIOA Adult and Dislocated Worker**

Basic eligibility criteria for both participant groups:

- 18 years of age or older
- US citizen or eligible non-citizen
- In compliance with Selective Service registration requirements (for male applicants)

Beyond these criteria, each program has separate eligibility requirements.

#### ***For Adults, priority of service is as follows:***

1. **First Priority:** Veterans and eligible spouses who are low-income, to include recipients of public assistance, or who are basic skills deficient;
2. **Second Priority:** Individuals who are low-income, to include recipients of public assistance, or basic skills deficient;
3. **Third Priority:** Veterans and eligible spouses who are not low-income, or are not recipients of public assistance, and are not basic skills deficient; and
4. **Last:** Individuals outside of the groups given priority
  - The South Carolina Department of Employment and Workforce (SCDEW) requires that 70% of newly enrolled individuals must be low income, to include public assistance recipients, or basic skills deficient.

#### ***For Dislocated Workers, priority of service is as follows:***

1. Veterans are also given priority. Additionally, the Dislocated Worker program must meet one of the following:
  - An individual who has been laid off or terminated, is eligible for or has exhausted unemployment benefits, and is unlikely to return to their previous job.
  - An individual who has been terminated or laid off from employment, or received a notice of termination or layoff, and has been employed for a duration sufficient to demonstrate attachment to the workforce but is not eligible for unemployment compensation due to insufficient earnings.
  - An individual who has been terminated from employment because of permanent closure of a plant or facility.
  - An individual who is employed at a facility has made a general announcement that the facility will close within 180 days.
  - An individual who is self-employed but is unemployed because of general economic conditions or a natural disaster.
  - An individual who qualifies as a displaced homemaker.

#### **WIOA Youth Eligibility:**

1. To be eligible for WIOA Out-of-School Youth services, a youth must not be attending any school (as defined under state law), must be age 16 through 24, and meet at least one of seven specified barriers to employment: basic literacy skills deficient, disabled, English language learner, homeless/runaway/foster child, offender, pregnant or parenting, and/or facing additional barriers to employment defined by the Upper Savannah WDB as working less than forty hours per week and/or not having a driver's license.
2. The Upper Savannah WDB will NOT be accepting proposals to serve In-School Youth. While the WIOA allows for some In-School Youth services, the Upper Savannah WDB has decided to focus on services to Out-of-School youth.
3. Because WIOA is NOT an entitlement program, a youth may be eligible (having met the criteria stated above and found in WIOA section 129) but the services provided may not be appropriate for the youth based on the individual's goals and needs. Youth who are determined eligible to participate, but do not become participants in a WIOA program, MUST be referred to other appropriate programs within the community.

**F. PARTICIPANT TIME AND ATTENDANCE**

Successful Bidders must document a participant's time and attendance throughout the period the participant is receiving training or services. Participants abide by the attendance policy of the training provider. Timesheets must be signed by the participant and verified by case management through the training provider and maintained in the participant file.

**G. PAYMENTS MADE ON BEHALF OF PARTICIPANTS**

Participants may be eligible to receive supportive services as per local policy. Successful Bidders must ensure that there are checks and balances between the maintenance of timesheets and other source documents. Failure to fully document the basis for issuing any of the payments may result in disallowed costs. Any disallowed cost related to client services will be the responsibility of the successful bidder.

**H. INSURANCE FOR PARTICIPANTS**

The South Carolina Department of Employment and Workforce (SCDEW) will provide accident insurance coverage for WIOA participants participating in program activities including classroom training, work experience, and limited internships. Bidders are required to provide general liability insurance certificate coverage and provide verification annually as part of the compliance documents.

**I. CYBERSECURITY POLICIES AND PROCEDURES**

The bidder shall provide evidence of Cybersecurity policies and procedures to protect all IT systems, participant information and/or insurance to cover potential losses.

## **PART III: COST CATEGORIES & RELATED SERVICES**

### **A. Cost Allocation Plans**

Bidders must submit a cost allocation plan that explains how joint and shared costs are distributed across funding streams (i.e. Adult, Dislocated Worker, & Youth programs) and other federally funded activities.

### **B. Sustainability**

The Upper Savannah Workforce Development Board seeks innovative, collaborative approaches that address the holistic needs of participants. Proposals should emphasize private-sector engagement, including demonstrated employer relationships and clear strategies for meeting workforce needs and encouraging employer investment. Applicants may include a summary of new initiatives to be launched with awarded funds, including projected participant numbers and anticipated annual funding levels.

### **C. Reporting**

The successful Bidder must submit monthly invoices by the tenth calendar day of each month, accompanied by all required supporting documentation. An annual financial closeout report is due to the local administrative office no later than August 10. Bidders must maintain a financial management system capable of tracking obligations and expenditures in real time, including costs associated with direct participant services such as training and supportive services.

In addition, the successful Bidder must comply with all data entry and reporting requirements outlined in the South Carolina Works Online Services (SCWOS) User Guide. Upper Savannah COG staff will provide training on system use, including eligibility determination, reporting, case notes, performance tracking, and follow-up, as needed. Full compliance with all applicable federal, state, and local regulations and guidance is required.

The successful Bidder must also demonstrate familiarity with and compliance with the Office of Management and Budget Uniform Guidance under 2 CFR Part 200, including any applicable revisions.

### **D. Monitoring and Evaluation**

Successful Bidders will be required to develop internal monitoring procedures to ensure program operations are conducted in compliance with the WIOA and its Final Rules and Regulations.

## **PART IV: SPECIAL INSTRUCTIONS AND CONDITIONS**

### **A. AMENDMENTS**

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

### **B. CONTRACT TYPE**

The Upper Savannah Workforce Development Board will consider Cost Reimbursement as described below:

1. **Cost Reimbursement:** A contract or grant with a line-item budget for all allowable costs incurred in delivering approved training activities. Contractors are reimbursed for actual expenses in accordance with the approved budget. Any profit must be clearly identified as a separate line item, subject to verification and approval by Board staff. Approved profit criteria will be used to evaluate payment requests and may be paid quarterly, mid-year, or at close-out. Profit criteria will be negotiated with the selected Bidder.

### **C. MULTIPLE PROPOSALS**

Proposals must be submitted to provide services/activities in the Upper Savannah seven county region. One service provider/operator will be awarded. Proposals for a portion of services will not be accepted.

### **D. COPIES TO BE SUBMITTED UNDER SEAL AND AUTHORIZED SIGNATURES**

Each Bidder submits an **Original** and **ten (10)** total copies of their proposal. One with original signatures that is clearly stamped or marked with the word "**ORIGINAL**". Each copy of the proposal and all supporting documents should be bound in a single volume. The name of the Bidders organization, name of person submitting the proposal, type of proposal submitted, "Request for Proposal: Upper Savannah Adult, Dislocated Worker, Youth, Business Services, Operator PY26. The RFP date must be typed or written on the envelope or wrapping containing the proposal. The pages of the proposal must be numbered and the font size should be at least 12 point.

### **E. REQUIRED SIGNATURE**

Each RFP response must be signed by an official authorized to contractually bind the Bidder and commit to the provisions of the proposal. Unsigned proposals will be rejected. The proposal shall include a statement to the effect that the request is firm for a period of at least 90 days from the closing date for submission.

### **F. ADMINISTRATIVE FISCAL CAPABILITIES**

The Bidder's administrative fiscal capabilities will be assessed by a review of the completion of the Bidder's Response Package. Before contracts are finalized, Upper Savannah Workforce Development Board representative(s) will complete a Pre-Award survey and may visit the offering entity to affirm certain items. Any discrepancies found will be brought to the attention of the review committee prior to contract finalization and may affect award of a contract.

In general, Bidders who are awarded a contract will be required to maintain records for a time period sufficient to cover federal administrative timelines.

## **G. DOCUMENTS REQUIRED OF SELECTED BIDDERS**

Before contracts are finalized, selected bidder shall provide additional compliance information to Upper Savannah COG including:

1. Federal ID number
2. List of Board Members
3. Charter and Bylaws
4. Certification of signatory authority
5. Banking Arrangements
6. Proof of financial stability and administrative ability
7. Current fiscal statement and most recent audit
8. Bonding agreement
9. Cost Allocation Plan
10. Indirect Cost Plan and approval by cognizant agency (if applicable)
11. Lobbying Certification
12. Suspension and Debarment Certification
13. Certification of a Drug Free Workplace
14. Grievance Procedures
15. Staff, Personnel and Travel policies

Some of the items mentioned above must be submitted with the proposal.

A Proposal received by Upper Savannah COG is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered excepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as **CONFIDENTIAL, in bold font of at least 12-point type**, in the upper right-hand corner of the page.

## **H. TIME FRAME**

All budgets submitted under this RFP must include only costs authorized under Public Law 113-128, Title I, for Adult, Dislocated Worker, Youth and One-Stop Operator activities incurred between July 1, 2026, and June 30, 2027. Funding availability is not guaranteed and is contingent upon receipt of USDOL/State allocations. The awarding agency is not obligated to fund any amounts not received or reduced due to allocation formulas.

## **I. INDIRECT COSTS**

All Bidders who include indirect costs in their application budget must have an indirect cost plan approved by their cognizant agency. However, this may be negotiated in the awarded budget based on final WIOA Allocations for Program Year 2026.

## **J. DISCUSSION/NEGOTIATION**

By submission of a proposal, Bidders agree that during the period following issuance of a proposal and prior to final award of contract(s), the Bidder shall not discuss this proposal request with any party. All communication must be with Upper Savannah COG staff, Kal Kunkel, Workforce Development Director, in writing as discussed in Part 1, H. Bidder Conference Section.

## **K. PROHIBITION OF GRATUITIES**

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

#### **L. APPEAL/PROTEST POLICY**

Bidders who are aggrieved in connection with the solicitation or award of contract may protest in writing to Kal Kunkel, Workforce Development Director, [kkunkel@uppersavannah.com](mailto:kkunkel@uppersavannah.com) within seven (7) calendar days of the Intent to Award Notice.

**NOTE:** The appeal process is established to provide recourse for Bidders who think that their proposal did not receive proper consideration. Bidders entering an appeal must provide specific facts that put the aggrieved Bidder at a competitive disadvantage and document violation of specific sections(s) of the Act or Regulations.

Bidders cannot appeal simply because they believe their program to be superior to any selected. The Upper Savannah Workforce Development Board and Upper Savannah COG reserve the right to refuse to consider any appeal that does not identify specific procedural shortcomings.

#### **M. BIDDER'S RESPONSIBILITY**

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

#### **N. AFFIRMATIVE ACTION**

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

#### **O. OPTIONS TO EXTEND**

Based on funding availability, the Upper Savannah Workforce Development Board and Upper Savannah COG may extend the contract period if it is in the best interest of the Board and agreeable to the contractor. Subject to satisfactory performance and compliance with all program requirements, the grant may be renewed on a year-to-year basis for up to three additional years. The Upper Savannah WDB and Upper Savannah COG may adjust slot levels, participant numbers, and associated costs at any time during the contract period.

#### **P. STAFF QUALIFICATIONS**

For each proposed staff position, the Bidder must identify required education, experience, and performance standards, including any specialized computer or technological skills necessary for effective use of the WIOA customer tracking system (SCWOS). The Bidder must also describe WIOA-related training, conferences, certifications, or professional activities key staff have completed within the past two years. For vacant positions, Bidders must include a commitment to hire qualified staff and ensure ongoing professional development. If staff are identified, résumés must be attached to the corresponding job descriptions.

The Upper Savannah Area supports continuous improvement and encourages professional development. Staff are expected to be highly qualified and appropriately certified. Case managers are expected to hold, or obtain, certification as a Career Development Facilitator (CDF) or Certified Workforce Development Professional (CWDP).

#### **Q. FORMAT FOR PROPOSAL**

Proposals must clearly and concisely demonstrate the Bidder's ability to meet the requirements of this RFP. Bidders must address both technical and cost factors and follow the format outlined in the Evaluation Criteria, Technical Response Package, and Budget Response Package. Elaborate brochures or promotional materials are not desired.

**R. PROPOSAL AND PRESENTATION COSTS**

The Bidder will bear all costs associated with the preparation and any oral presentation of the proposal. The Upper Savannah Regional COG will pay on behalf of its own employees and agents the cost of all reasonable travel and living expenses associated with evaluation visits to a Bidder's location (if deemed necessary).

**S. PROPOSAL CONSTITUTES OFFER**

By submitting a proposal, the Bidder agrees to be bound by the terms and conditions of this RFP, the Workforce Innovation and Opportunity Act, and applicable WIOA regulations. Proposals containing exceptions to these requirements may be deemed nonresponsive at the sole discretion of the Upper Savannah Workforce Development Board and/or Upper Savannah COG. In the event of any inconsistency between this RFP and other contractual documents, the terms of this RFP shall govern unless superseded by a written amendment agreed to by both parties.

**T. UPPER SAVANNAH WORKFORCE DEVELOPMENT BOARD RIGHTS AND OBLIGATIONS**

The Upper Savannah Workforce Development Board reserves the right to select such Bidders which it deems appropriate and are not bound to accept any proposal based on price alone, further reserving the right to reject any and all proposals if it is deemed to be in the best interest of the Upper Savannah Area. The Upper Savannah Workforce Board, Upper Savannah COG nor any agent thereof, on behalf of the Upper Savannah Area will be obligated in any way, by any Bidder's response, to this RFP.

**U. SPECIFICATIONS MANDATORY**

To have an acceptable proposal, the Bidder shall meet all of the specification requirements set forth in Parts I-VI and the Budget Sheets of this RFP. By incorporating these specifications into the proposal, the Bidder agrees to comply with them.

**V. SUBCONTRACTS/SUBTIER AGREEMENTS**

If the Bidder plans to subcontract any activities or funds pursuant to an award, a copy of the proposed subcontract agreement must be attached as a part of the proposal. No part of a proposal (or subsequent contract) may be subcontracted without prior written approval by Upper Savannah Workforce Development Board and Upper Savannah COG. The Bidder in subcontracting of any of the services and/or activities hereunder expressly understands that in entering such subcontracts, Upper Savannah COG is in no way liable to the subcontractor.

**W. CONTRACT AWARD**

A contract shall be awarded to the responsive Bidder whose proposal is determined to be most advantageous, based on the evaluation factors set forth herein. The Upper Savannah Workforce Development Board and Upper Savannah COG reserve the right to reject any and all proposals and shall be the sole judge of whether a proposal has satisfactorily met the requirements of this RFP. All applicable terms and conditions of this RFP shall be incorporated into any resulting contract and may be subject to change due to revisions in federal or state law, local policy, or administrative procedures. Written notice of award decisions will be provided to all Bidders.

**X. ADDITIONAL IMPORTANT INFORMATION**

The Bidder will be responsible for their staff PC's and support. Public access PC's, printers and ADA devices will be managed by the Operator through existing service contracts maintained by the Upper Savannah COG. The following items should not be included in the proposal, as they have been previously purchased and will be available upon contract award: equipment and furniture in SC Works Centers, including desks, chairs, computers, phone systems, printers, copiers, meeting and classroom furniture, computer labs, and customer computers.

## **SECTION 1: EVALUATION CRITERIA**

### **Narrative Instructions**

In order to provide a clear vision of the program design and planned outcomes, please address all of the following in order:

1. **Executive Summary** – a brief summary highlighting details (no more than 2 pages)
2. **Main Purpose** – a mission statement or statement of intention
3. **Goals/Objectives/Performance Outcomes** – Describe the recruitment process and plan to recruit while completing the service plan for WIOA participants. This should include the number of participants to be served and projected levels of performance.
4. **Target Group(s)** – Identify any target groups and the number of each to be served.
5. **Staffing Plan** – describe the range of activities to be performed by the staff. Include a job title and job description for each WIOA funded position proposed along with any minimum qualifications. If the identity of the staff member is known, please include his/her resume. If the position has no staff member identified, please note. It is imperative that the successful Bidder employ professional staff that is committed to staying current in all areas associated with his/her job responsibilities. Interviews of existing staff will be required for any new Bidder during the contract negotiations.
6. **Facilities** – It is expected that the program(s) operate within the SC Works Centers in the Upper Savannah Area. At this time there are seven SC Works Centers with one located in each of the seven counties. Greenwood SC Works is our only Comprehensive Center and all others are Affiliate Centers. Please refer to Section C on page 12 for the center locations and hours.
7. **Partnerships** – Describe any existing or planned partnerships for this project. Who is involved? What are the roles and responsibilities of each partner? Include letters of support from the partners and any MOAs already in place. Describe how you will coordinate services and collaborate with the WIOA required partners and other added partners as appropriate.
8. **Description of the Bidder** – What is the legal name of the organization, the legal status, and main purpose? How is the organization funded? Include an organizational chart showing lines of authority.
9. **Experience** – Outline specific programs the organization has operated funding during the last three years that demonstrates experience in operating similar projects. Give program descriptions, funding sources, performance information and references. If the relevant experience has not occurred in the last three years, include the following:
  - a. Number of years for each population served.
  - b. Coordinated activities with schools, faith-based and/or community organizations, and business/employers operating those programs and your role with those partnerships.
  - c. Evidence of prior experience and performance serving each proposed population, especially for similar services in South Carolina. Please list workforce area(s), service levels and WIOA performance outcomes.
10. **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?
11. **Fiscal Capacity** – Describe the process used to capture and report fiscal information. What systems are in place to ensure fiscal accountability and appropriate expenditure of funds?
12. **Subcontracts** – Are there plans to subcontract for services and activities within the proposal? If so, describe the nature of the subcontracts, the subcontractor, the services to be provided by subcontractor and the planned cost.
13. **Program Description** – Describe for Adult, Dislocated Worker, and Youth services.
  - a. Describe your service delivery plan, unique services or features offered, and customer flow?

- b. Describe your recruit strategies?
- c. What services will you coordinate with SC Works partners to reduce duplication & what services will you provide directly?
- d. Describe how you will address Career Pathways and Priority Industry Clusters?
- e. How will you increase the number of industry recognized credentials within the clusters of training?
- f. How will you blend skills training with work-based learning and promote pre-apprenticeship and apprenticeship models?
- g. How will you address financial literacy services? Are you prepared to work with English language learners?
- h. How are you planning to provide One-Stop Operator Services?

### **Budget Instructions**

1. **The Budget Summary** provides an overview of allowable cost objectives by line item. The totals from each subsequent worksheet are consolidated on this worksheet to establish the overall project total.
2. **Complete the Budget and Client Flow Forms** included in the budget packet. Please verify that all spreadsheet formulas are accurate and review your entries carefully for completeness and correctness. Indirect costs and/or profit are allowable but will be subject to negotiation if a contract is awarded.

## **SECTION 2: ORGANIZATION EXPERIENCE AND FINANCIAL INFORMATION**

The Upper Savannah Workforce Development Board will identify one eligible provider of Adult, Dislocated Worker, and Youth Career Services and One-Stop Operator in the local area through two contracts one for Adult, Dislocated Worker, and Youth Career Services and one for One-Stop Operator. These contracts will be awarded on a competitive basis and in consideration of recommendations of the review committee.

The Executive Committee of the Upper Savannah Workforce Development Board conducts the proposal review and will evaluate all proposals based on the criteria set forth in this solicitation. Proposals receiving a minimum score of 70 will be reviewed to determine the best fit for the area's needs, including service coverage, program design, and budget considerations. The committee will recommend funding to the Upper Savannah Workforce Development Board, which will make the final award decision at its sole discretion. It is anticipated that a single provider will be selected to deliver all services across the three counties.

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

<b>A. Program Effectiveness</b>	<b>Weight 30</b>
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1. Are the target groups clearly identified? Does the Bidder identify effective recruitment strategies for Adult, Dislocated Worker, and Youth?
2. Is there a clear description of the scope of the program?
3. Does the Bidder intend to operate within the SC Works Centers? Are additional satellite locations necessary?
4. Does the proposal describe partners that will be used? Are the roles clearly defined? Are there letters of support included?
5. If the proposal includes subcontracts, are the agreements fully described?
6. Does the organization have the ability to provide or arrange appropriate supportive services or financial assistance in accordance with the service strategy?
7. How does the Bidder plan to provide services? Does the Bidder have a plan for monitoring project success? Participant/Center success?
8. Does the proposal present a logical plan for participants transitioning to the new provider and continuing his/her employment plan?
9. Does the proposal show effective strategies for providing participants a sustainable career and not remedial unsustainable jobs?
10. Does the proposal include utilization of labor market information and career pathway information to drive training priorities? Does the proposal address sector strategies?
11. Does the proposal include a strong follow-up component to ensure success for participants after exit?

<b>B. Performance (Demonstrated/Projected)</b>	<b>Weight 20</b>
--	------------------

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

<b>C. Bidder's Qualifications</b>	<b>Weight 20</b>
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1. Does the Bidder have the organizational structure to administer the proposed project?
2. Does the Bidder meet the WIOA requirements to bid on the proposed project?

3. Does the Bidder have the background and experience in providing training services of a local community?
4. Does the proposal include an organizational chart and job descriptions for all budgeted staff?
5. Does the proposed staff have appropriate experience to provide the services of the project? If positions are vacant, does the proposal demonstrate an ability to recruit professional staff to operate the project on the proposed timeline?

<b>D. Fiscal Responsibility</b>
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<b>Weight 20</b>
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1. Has the Bidder demonstrated ability to safeguard federal funds? Could the Bidder repay disallowed costs if disallowances are made during the monitoring of the grant?
2. Does the Bidder have a history not characterized by fraud and/or criminal activity of a significant nature? Has the Bidder not had a history of failure to comply with audit, monitoring, or reporting requirements?
3. Are the costs reasonable for the activities to be provided and performance outcomes to be achieved?
4. Is the budget detailed and accompanied by a budget narrative?

<b>E. General Responsiveness</b>
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<b>Weight 10</b>
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1. Does the application demonstrate an understanding of information requested and conform to the requirements of the RFP?
2. Does the proposal demonstrate an understanding of the guiding principles of WIOA?
3. Is the response complete with the items requested?
4. Is there internal consistency of data presented?
5. Is the Executive Summary clear and concise?

**SECTION TWO**  
**APPLICANT'S ORGANIZATIONAL INFORMATION AND CERTIFICATIONS**

1. Name of Organization & Address: \_\_\_\_\_
2. Federal Employer ID No.: \_\_\_\_\_
3. Type of Proposal:   \_\_\_ Cost Reimbursement
4. Type of Agency:  
    ( ) Governmental   ( ) School District   ( ) Accredited Training Institution  
    ( ) Private/Non-Profit   ( ) Private/For-Profit   ( ) Public/Non-Profit
5. The proposer's organization operates as:  
    \_\_\_ an individual  
    \_\_\_ a partnership  
    \_\_\_ a public agency (specify): \_\_\_\_\_  
    \_\_\_ a corporation incorporated under the laws of the State of: \_\_\_\_\_  
    \_\_\_ other (specify): \_\_\_\_\_
6. Check to indicate if your organization is:  
    \_\_\_ minority-owned enterprise  
    \_\_\_ female-owned enterprise  
    \_\_\_ community-based organization (CBO)
7. The bidder certifies, as explained on the attached, that:
  - a. it has no outstanding liens, claims, debts, judgments or litigation pending against it which would materially affect its programming or financial abilities to implement and carry out its proposed program;  
    \_\_\_ Without Exception   \_\_\_ With Exception
  - b. it, as a result of a prior contract with the Upper Savannah Workforce Development Area, has no unpaid disallowed costs;  
    \_\_\_ Without Exception   \_\_\_ With Exception
  - c. it is current in its payment of applicable federal, state and local taxes;  
    \_\_\_ Without Exception   \_\_\_ With Exception
  - d. it is free and clear of any questioned or excepted audited costs or management and financial practices;  
    \_\_\_ Without Exception   \_\_\_ With Exception
  - e. it is not currently under probation or suspension status from any regulatory agency it is governed by;  
    \_\_\_ Without Exception   \_\_\_ With Exception
  - f. its costs and pricing data submitted with this proposal are representative of only those reasonable, allowable, and allocable costs necessary for carrying out its proposed program;  
    \_\_\_ Without Exception   \_\_\_ With Exception
  - g. it understands and accepts the performance requirements of this RFP, and of the WIOA and its promulgated rules and regulations;  
    \_\_\_ Without Exception   \_\_\_ With Exception

- h. it has not been debarred by an action of any governmental agency;  
 Without Exception     With Exception
  
- i. it is authorized to submit this proposal in accordance with the policies of its governing body;  
 Without Exception     With Exception
  
- j. the information contained herein is true and correct to the best of its knowledge;  
 Without Exception     With Exception
  
- k. the agency is not violating Conflict of Interest terms noted in Section 3.9.3 of the “Terms and Conditions”; and  
 Without Exception     With Exception
  
- l. it has had no prior contracts with the Upper Savannah Workforce Development Area (WDA) terminated for cause.  
 Without Exception     With Exception

(If any of the above questions are answered with exception, please explain in full.)

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

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

\_\_\_\_\_  
 Date

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

### **SECTION 3: BUDGET RESPONSE PACKAGE**

- Use Microsoft EXCEL budget sheets provided as an attachment to this RFP.

**SECTION 4: TERMS & CONDITIONS**

**WORKFORCE INNOVATION & OPPORTUNITY ACT  
Upper Savannah WDB  
Local Area Addendum  
to  
TERMS AND CONDITIONS  
(Revised March 30, 2023)**

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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 Upper Savannah Council of Governments under Title I of the Workforce Innovation and Opportunity Act is subject to.

### 3.1 **DEFINITIONS**

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

**Administrative Entity** – The entity (Upper Savannah 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 (and priority of service), 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.
- (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.
- (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 Upper Savannah 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 Upper Savannah 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**

Unless the grant's fund source (such as a state discretionary grant) requires more restrictions, it is the policy of the Upper Savannah Workforce Development Area to allow recipients/subrecipients/subgrantees to make adjustments as follows:

Staff costs, operating expenses, indirect costs and associated costs collectively are

considered overhead. The recipient/subrecipient/subgrantee may overspend in a line-item as long as it does not result in an overall increase in overhead expenses. Line items still have requirements (for instance staff salaries can only be reimbursed for staff doing functions specified in the agreement and indirect costs must be consistent with the indirect policy.)

Permission is not required to go over categories for direct participant costs (training fees, tuition, supportive services, participant wages, assessment costs) as long as the over expenditure does not prevent the recipients/subrecipients/subgrantees from meeting goals. The ability to overspend in a line time without modification does not provide the provider with the ability to exceed costs set in the statement of work or state policies such as caps on individual training accounts or supportive services. The flexibility does not remove responsibility to meet work-based learning requirements for youth. The recipients/subrecipients/subgrantees cannot expend more than the agreement total budget.

### **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 Workforce Development Director of Upper Savannah Council of Governments.

2. The Workforce Development 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 Workforce Development Director, a written appeal may be made to the Upper Savannah 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 Upper Savannah WDB members to hear the appeal.
5. The Upper Savannah WDB will hear the appeal and render a decision within 60 days.
6. The recipient/subrecipient/subgrantee will be notified of the Upper Savannah 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 Upper Savannah 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.

### **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.