

# DavidsonWorks



## **DAVIDSONWORKS WORKFORCE DEVELOPMENT BOARD**

Hereby issues this  
**REQUEST FOR PROPOSALS**

For

**WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)  
ADULT AND DISLOCATED WORKER PROGRAMS  
AND  
NCWORKS CAREER CENTER OPERATIONS**

For

**DAVIDSON COUNTY, NORTH CAROLINA**

For the

**PROGRAM YEAR 2019**

**JULY 1, 2019 – JUNE 30, 2020**

March 2019



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**ATTACHMENTS**

The following attachments are posted as separate documents on the DavidsonWorks website. [www.davidsonworks.org](http://www.davidsonworks.org).

- Planned Outcomes Data Sheet– **Bidder Submits**
- Budget Sheets– **Bidder Submits**
- Policies (Misc)

**DavidsonWorks Workforce Development Board**  
**WIOA Adult and Dislocated Worker Services and NCWorks Career Center Operators**  
**Request for Proposals**  
**Program Year 2019 (July 1, 2019 through June 30, 2020)**

**Minimum Qualifications/Criteria Checklist**

Please review this page prior to developing an application proposal. Bidders who are unable to provide the minimum qualifications/evidence described below need not apply. To be considered for the award, bidders must adhere to/show evidence of the following qualifications:

- Contractor will hire any grantor staff or contractor staff who is dislocated as a result of the procurement process for a minimum of 90 days, and transition to permanent status those who meet the requirements expected of new hires
- Contractor will have three years minimum experience in providing WIA/WIOA adult and dislocated services
- Contractor provides assurances of business license, insurance, bonding, etc.
- Contractor offers evidence of financial controls
- Contractor may not subcontract any or part of their implementation to another Contractor or entity without local Board approval

**IMPORTANT NOTICE:**

This document provides the background, purpose, and general requirements for responding to the DavidsonWorks Workforce Development Board Request for Proposals for Adult/Dislocated Worker/NCWorks Career Center Operator Services for the contract year July 1, 2019 through June 30, 2020.

**This RFP provides the following information, please review and incorporate the information into your response:**

- WIOA dollar amounts (budget) expected to be available to award for the contract period
- NCWorks Career Center locations and level, and positions Contractor is expected to fill or maintain
- Historical data on numbers served in WIOA individualized and training services
- Proposal Submission and Bidder's Conference information

Additional Documents on the DavidsonWorks website ([www.davidsonworks.org](http://www.davidsonworks.org)):

- Budget Sheets (**Bidder - Complete and submit**)
- Planned Outcomes Data Sheets (**Bidder - Complete and submit**)
- Certifications Signature Form – (**Bidder – Sign last page and submit**)

## I. INTRODUCTION

The DavidsonWorks Workforce Development Board (WDB), is a partnership of public and private resources that provides workforce development solutions for individuals and businesses. Our vision is to stimulate economic growth by providing a skilled workforce that exceeds business needs for today and tomorrow. We help job seekers access the resources they need to find employment and we help businesses locate, screen, select and train workers. We provide valuable tools, services and support – at no cost – to employers and job seekers. DavidsonWorks serves Davidson County.

DavidsonWorks is a member of TriadWorks, which is a consortium of local Workforce Development Boards (WDB) in the Piedmont Triad region of North Carolina. The member Boards are:

- DavidsonWorks WDB, serving Davidson County;
- Guilford County WDB, serving Guilford County;
- Piedmont Triad Regional WDB, serving Caswell, Davie, Forsyth, Rockingham, Stokes, Surry, and Yadkin Counties; and
- Regional Partnership WDB, serving Alamance, Montgomery, Moore, Orange, and Randolph Counties.

*Your response to this Request for Proposals is for services in Davidson County only.*

## II. PURPOSE

This Request for Proposal (RFP) solicits proposals from agencies with the capacity and qualifications to provide comprehensive Workforce Innovation & Opportunity Act (WIOA) Title I-B “Adult and Dislocated Worker Program” services through local NCWorks Career Centers.

An adult is an individual who is 18 years of age or older\*.

A dislocated worker is an individual who:

- Has been terminated or laid off, or has received a notice of termination or layoff from employment;
- Is eligible for or has exhausted unemployment insurance;
- Has demonstrated an appropriate attachment to the workforce, but not eligible for unemployment insurance and unlikely to return to a previous industry or occupation;
- Has been terminated or laid off or received notification of termination or layoff from employment as a result of a permanent closure or substantial layoff;
- Is employed at a facility, where the employer has made the general announcement that the facility will close within 180 days;
- Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community or because of a natural disaster; or
- Is a displaced homemaker who is no longer supported by another family member;

- Is the spouse of a member of the Armed Forces on active duty, and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member;
- Is the spouse of a member of the Armed Forces on active duty and is unemployed or under employed and is experiencing difficulty in obtaining or upgrading employment;
- (Additional State Eligibility) Individuals who are defined as long-term unemployed (unemployed for 13 consecutive weeks or more) are eligible as a Dislocated Worker.

\*Check Training Policy for additional requirements for Adult eligibility.

Proposals should address innovative strategies that enhance a participant’s ability to move into self-sustaining employment, resulting in an upwardly mobile career path and higher earnings potential. The provision of a full array of services should be included in your proposal response. Program designs should include: 1) strategies that reflect effective integration within the local NCWorks Career Center; 2) proactive strategies to involve employers in the design of service strategies and implementation of the program; and 3) the delivery of services to both job seekers and employers.

### **III. BACKGROUND**

The Workforce Innovation & Opportunity Act of 2014 is the nation’s principal workforce development legislation. WIOA Title I-B formula funds allocated to local Workforce Development Boards for Adults and Dislocated Workers must be used to provide individualized and training services through the Workforce Center delivery system. Local workforce areas may use grant funds to provide services to individuals who are 18 years of age or older and meet the federal Workforce Innovation & Opportunity Act (WIOA), Title I-B Adult eligibility definitions, or meet the federal Workforce Innovation & Opportunity Act, Title I Dislocated Worker eligibility definitions.

The local Board has the responsibility to manage and oversee the administration and implementation of WIOA programs and services. Each Local Area has a structure in place to administer WIOA Title I-B funds.

All parties contracting with the local Board must comply with the U.S. Department of Labor (USDOL) regulations and any other interpretations published by the USDOL. Funds available under WIOA Title I-B are authorized under and administered under N.C.G.S. 143B-438.13, July 1, 1999. Administration and operation of this program is subject to compliance with the federal Workforce Innovation & Opportunity Act of 2014; North Carolina policies and procedures as issued from the Department of Commerce, Division of Workforce Solutions (DWS); and local policies and procedures as issued by the local Board (which provides oversight for these funds). Funded proposals will be required to meet specific Federal, State and Local guidelines for participant outcomes and program performance.

### **IV. WORKFORCE CENTER STRUCTURE AND FUNCTIONS**

The local Board coordinates comprehensive programs through private and public partner organizations to assist job seekers and employers in achieving their goals. These programs and initiatives are critical in developing a skilled, educated and vital workforce in the region. The

local Board’s goal for its NCWorks Career Centers is to positively impact economic development by increasing the competitiveness of the workforce.

The bidder awarded the contract for services outlined in this RFP will be responsible for the provision of WIOA services for job seekers and employers, in partnership with local Division of Workforce Solutions (DWS) staff providing Wagner-Peyser services.

The selected WIOA Contractor will be responsible for overseeing WIOA services, employer services, and staff roles and responsibilities at the NCWorks Career Centers in Davidson County. All customers should be continuously engaged from welcome through employment.

To ensure a seamless approach to customer service, a **Center Manager** will supervise the functional duties of all activities that take place in the NCWorks Career Center. The Center Manager has jurisdiction over staff only with regard to NCWorks Career Center activities. All personnel issues will be handled by staff members’ employer of record. The awarded Contractor will be expected to coordinate all WIOA services with DWS staff within the NCWorks Career Centers.

The NCWorks Career Centers in Thomasville and Lexington operate on a full-time basis, Monday through Friday.

In the event of staff turnover, the Contractor will replace staff within a maximum of 90 days. The DavidsonWorks Workforce Development Board shall be informed of any staff turnover and be provided information on new hires. Services must be covered while interviewing and hiring functions are taking place.

**Refer to Section V, Item E- Historical Staffing Information to understand the expectations for which roles the Contractor will be required to fill. In the Narrative response, be sure to adequately address how you will use the budgeted dollars to appropriately staff the Centers.**

## V. SCOPE OF SERVICES

### A. Snapshot of Services Provided at NCWorks Career Centers

Job Seekers	Employers
Resume Preparation and Job Search Assistance	Outreach/Recruitment Assistance
Eligibility Determination and Financial Aid Info	Labor Market Information Services
Assessments	Information on Unemployment Insurance
Career and Training Information and Opportunities	Information on Tax Credits and other hiring incentives
Case Management	A coordinated approach to obtain and fill job orders
Labor Market Information	Worker Dislocation Services (Plant Closures)
Job Placement and Follow-up Services	Clearinghouse for Training Information
Support Services Information	<ul style="list-style-type: none"> <li>• On-the-Job Training</li> <li>• Customized Training</li> <li>• Work Experience</li> <li>• Skill Upgrade Training</li> <li>• Workplace Literacy</li> </ul>
Services to Disabled	
School-to-Work Connections	
Occupational and Literacy Training	
Information on Upgrading Skills	
Unemployment Insurance Information	
Job Readiness Training	Seminars/Informational Workshops



## **B. Description of Services Provided to NCWorks Career Center Customers**

Services will include, but are not limited to the following:

- a) determination of eligibility to receive assistance (see Federal Register 680.210);
- b) outreach, intake (which may include worker profiling), and orientation to the information and other services available through the Center;
- c) assessments of skill levels, aptitudes, abilities, and supportive service needs;
- d) job search and placement assistance
- e) career counseling
- f) provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas including job vacancy listings in such labor market areas, information on job skills necessary to obtain the jobs, and information relating to local occupations in demand and the earnings and skill requirements for such occupations;
- g) provisions of performance information and program cost information on eligible providers of training services provided by programs and eligible providers of youth activities, providers of adult education, providers of post-secondary vocational education activities and vocational education activities available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act and providers of vocational rehabilitation program activities described in title I of the Rehabilitation Act;
- h) provision of information regarding how the Local Area is performing on the local performance measures and any additional performance information with respect to the Center delivery system in the Local Area;
- i) provision of accurate information relating to the availability of supportive services, including child care and transportation, available in the Local Area, and referral to such services as appropriate;
- j) provision of information regarding filing claims for unemployment compensation;
- k) assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under the WIOA and are available in the Local Area; and
- l) follow-up services including counseling regarding the workplace for participants in WIOA activities that are placed in unsubsidized employment for not less than 12 months after the first day of employment, as appropriate.
- m) short term prevocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training.
- n) Training Services, that may include, but are not limited to:
  - occupational skills training, including training for nontraditional employment;
  - on-the-job training;
  - programs that combine workplace training with related instruction which may include cooperative education programs;
  - training programs operated by the private sector;
  - skill upgrading and retraining;
  - entrepreneurial training;
  - job readiness training;

- customized training conducted with a commitment by an employer or group of employers to employ an individual or group of individuals upon successful completion of the training.

Training services shall be provided in a manner that maximizes consumer choice in the selection of an eligible provider of such services.

Training services shall be provided to eligible adults and dislocated workers through the use of Individual Training Accounts (ITAs).

While DavidsonWorks does not maintain a standardized list of approved training programs, it is expected that customers will exit training with an *industry-recognized credential* that will lead to employment within the *local area*. When considering training, each individual's assessment results and employment/training plan should be evaluated to determine success rate of training completion and successful employment of previous customers. DavidsonWorks has set as a goal that 80% of training enrollments will be in identified, high-growth occupational clusters; this goal has been exceeded for the previous eight years. Identified high-growth occupational clusters for the local area include: allied health, advanced manufacturing, and transportation and logistics.

Other sources of training funding, such as Pell Grants, Scholarships, or other financial awards are expected to be utilized prior to the use of WIOA funds. Training services may be provided to an individual who meets the qualifications while an application for a Federal Pell Grant is pending. Contractors will use [NCWorks Online](#) as a source for eligible training providers available to participants receiving training funding.

## **C. Program Management Requirements**

### **1. Case Management and Service Tracking Software**

North Carolina uses a web-based software product, *NCWorks Online*, to support WIOA. The software was specifically developed to provide an automated client intake, tracking, case management and reporting system for WIOA. The *NCWorks Online* MIS System will fulfill the functions of eligibility determination and certification, comprehensive case management, and reporting participant outcomes.

The system is browser-based, provides security for participant records, and will provide reports, which will be accessible to the WIOA Contractor and the local Board. Contractors will use this system to input data and maintain program information. It is encouraged that all entries be made within five working days of the action or event for each participant but in no case more than 10 working days of the activity.

The *NCWorks Online* MIS tracking system is designed to track all customers and services provided at the Center. Contractors are expected to correctly track the full range of services that they provide.

## **2. Data Validation**

The awarded Contractor will be provided training and data validation guidelines once they are released by the State. The awarded Contractor is expected to comply with those guidelines.

## **3. Staff Development**

Engaged front-line customer service staff is the critical component for delivering great customer service. It is imperative that staff is well-trained, friendly, professional, and highly knowledgeable. Staff must have a strong commitment to customer service. They also need to have strong organizational skills, attention to detail, and a working knowledge of current economic and workplace trends. This forms the basis for their ability to properly counsel jobseekers about skills and training that will result in employment.

Staff training will be provided through Center staff cross-training during Center meetings; NCWorks Training Center workshops; webinars; attending conferences; and Local Area or Regional trainings.

## **4. Staff/Customer Ratio**

The awarded Contractor will serve participants who are currently enrolled or in follow-up, and will enroll new participants. The Contractor is expected to maintain a relatively constant number of active participants throughout the program year. Customer flow from the last three years indicates that the two NCWorks Career Centers in Davidson County (Lexington and Thomasville) served an average of *13,159* customers per year, combined. As of February 1, 2019, there are *344 Adults and Dislocated Workers* enrolled in training and other core services; *79* of those are enrolled in short term and long term training.

## **5. Performance Measures**

The Workforce Innovation & Opportunity Act establishes a comprehensive performance accountability system in order to optimize the return on investment of Federal funds *and* to assess the effectiveness of Local Areas in achieving continuous improvement.

These are minimum core indicators of performance for the Adult and Dislocated Worker Programs and proposers should be prepared to collect data pertaining to these indicators:

- Employment Rate 2<sup>nd</sup> Quarter after exit
- Employment Rate 4<sup>th</sup> Quarter after exit
- Median Earnings
- Credential Attainment within 4 Quarters
- Measurable Skills Gain

For more information on calculating federal performance measures, please refer to the Department of Labor, Employment and Training Administration Employment Guidance Letter 10-16.

Complete the WIOA Planned Outcomes documents of additional required measures.

## **6. Equal Employment Opportunity (EEO)**

The Program Applicant (hereinafter referred to as the “Contractor”) assures compliance with Section 188 of the Workforce Innovation & Opportunity Act; Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; the American with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; and Title VI and Title VII of the of the Civil Rights Act of 1964 which govern the Contractor’s responsibilities in upholding laws pertaining to equal opportunity employment.

All participants and staff will be informed of EEO policies and guidelines and the name of the EEO Officer during a formal orientation prior to participating in any WIOA-funded activity. The Contractor is required to develop and adhere to affirmative action policies.

All grievances and complaints submitted by WIOA participants involving allegations of discrimination, violations of the WIOA, or criminal fraud, abuse or misconduct must be processed according to the local Board’s Grievance/Complaint Procedures.

## **7. Internal Program Management**

All WIOA Contractors are required to establish internal program management procedures to assure compliance and to review program progress. The Contractor agrees to monitor and review the following major areas of operation:

1. Compliance with the provisions of the Workforce Innovation & Opportunity Act (P. L. 105-220) and regulations or any applicable federal or state regulations;
2. Compliance with the provisions of the WIOA contract;
3. Compliance with all applicable State and local Board policies; and
4. Compliance with WIOA Regulations regarding records maintenance.

The internal program management and monitoring procedures must be sufficient to prevent fraud and abuse. All reports of information creating suspicion of, or instances of criminal misconduct, fraud or willful and gross misconduct, in connection with any WIOA Program shall be reported immediately to DavidsonWorks, the North Carolina Division of Workforce Solutions, and the U.S. Department of Labor.

Internal program management procedures must also ensure that auditable and otherwise adequate records are maintained to support the eligibility of all WIOA participants and confirm adherence to specific program requirements and limitations. DavidsonWorks WDB will require that WIOA Contractors adhere to their established monitoring procedures for ensuring program compliance with federal regulations.

## **8. Monitoring Procedures**

DavidsonWorks Board staff monitors and evaluates the quality and effectiveness of WIOA funded programs. Monitoring is the quality control system whereby the WDB gathers and analyzes information to detect problems, identify strengths and weaknesses, and propose improvements to the program. Monitoring activities are conducted periodically to determine whether programs are in compliance with contractual agreements, local Board policies, WIOA Regulations, and local Board requirements. The Board monitors performance, programmatic, and fiscal activities. In many instances, the different types of monitoring are interrelated, and conducted simultaneously.

Oversight and monitoring is required by 20 CFR 667.410. Contractors must cooperate with any monitoring, inspection, audit or investigation of activities related to WIOA contracts. This cooperation includes providing access to the premises for the purpose of interviewing employees or participants and permitting the examination of, and/or photocopying of books, records, files, or other documents related to the contractual agreement. Monitoring activities may be conducted by: the North Carolina Division of Workforce Solutions, the State of North Carolina, the U.S. Department of Labor, and the local Board or its designated representatives.

## 9. Priority of Service and Basic Eligibility

The State has established priority of services in section III.B.1.h of the Five-Year Strategic Plan. The local board follows the WIOA guidelines of providing a priority of service for veterans, low-income recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career services. DavidsonWorks has a local policy and will share it with the grantee. In your response, please address how you would serve all of these groups.

Services should be targeted for individuals residing in the Local Area. However, due to the physical geography of our region, there may be instances when residents of adjacent counties may wish to receive WIOA services outside their county. DavidsonWorks, as a member of TriadWorks, considers it good customer service to allow this. It is also common courtesy to notify the adjacent workforce area so they are aware of customer migration. **Note: Priority of service gives precedence to customers who reside in Davidson County.** All adult participants must reside in North Carolina at the time of application. Dislocated workers that have been displaced from businesses located in North Carolina but reside in another state may choose to pursue WIOA services in North Carolina.

The *basic* eligibility requirements are:

- To be eligible in the Adult and Dislocated Worker program, an individual must be 18 years of age or older; a US citizen or eligible non-citizen; and if a male, must comply with the Military Selective Service Act.
- Eligible Adults must be unemployed at the time of application or if employed has earned less than the self-sufficiency level as defined by the local Board.
- Eligible Dislocated Workers must meet the definition of “dislocated worker” at WIOA section 101(9).

## D. NCWorks Career Centers in Davidson County

The DavidsonWorks Workforce Development Board has developed and oversees two (2) fully integrated, comprehensive NCWorks Career Centers in Davidson County; one in Lexington and one in Thomasville. Both Centers are staffed on a full- or part-time basis by workforce staff, DWS staff, and additional partners as specified in the WIOA legislation. Please note that your staff must maintain a **physical presence and a service strategy for both locations in Davidson County.**

## E. Staffing Information

The NCWorks Career Centers in Lexington and Thomasville are staffed full-time by a mix of WIOA and DWS staff (as well as other partners). All three functional areas are present at both centers.

- **Talent Engagement** welcomes customers, conducts basic assessment of needs, collects registration information, and directs customers to Center services based upon needs.
- **Talent Development** assists the job seeker with work readiness activities. Activities include, but are not limited to, skills analysis, assessment testing, supportive services assistance, career counseling, soft skills training, linkages to partner services, and referrals and sponsorship for occupational skills training.
- **Talent Employment Solutions** provides services to employers and work-ready job seekers. Staff provides services that connect employers and job seekers through a variety of activities including recruitment, labor market data, worker dislocation services, career fairs, interview days, and many other activities/services.

The DavidsonWorks WDB requires that contractor provide staff to adequately and efficiently maintain customer-focused NCWorks Career Centers in Thomasville and Lexington. Contractor will be responsible for providing staffing for: WIOA services, including welcome and registration (Talent Engagement); intensive and training (or case management) staff (Talent Development and Talent Employment Solutions); and center manager. In order to maintain positive customer experience and outcomes, current WIOA staff include: (2) Talent Engagement or welcome center staff per location (4 total) and 3 Talent Development or case management staff split between the two locations. Talent development staff, in collaboration with Board staff have maintained the functions of the Talent Employment Solutions staff as well as the function of Center Managers in both locations. In addition to other duties, a combination of these positions also develop and facilitate workshops for job seekers in the two NCWorks locations.

**Contractors are expected to operate full time Centers in both Thomasville and Lexington, and the DavidsonWorks WDB expects compliance with comprehensive center standards at both locations.**

Historical staffing levels are for informational purposes only; you are encouraged to submit a staffing plan that matches your program design and budget. Please note that services are not required to be offered at the current Center locations if contractor already has another established location. Any movement of locations will be discussed during contract negotiations.

## **F. Allocations**

In preparing a bid, a bidder must propose budget allocations for July 1, 2019-June 30, 2020 in Davidson County. Allocation amount is an *estimation* of available funds, based on PY 2018 funding and allocations as PY 2019 amounts are not yet available. The estimated amount available is: **\$ 200,000**

## **VI. INSTRUCTIONS FOR SUBMISSION**

Proposals are being solicited for Adult and Dislocated Worker of WIOA Title 1-B services in the DavidsonWorks Workforce Development Board area- Davidson County, North Carolina. Any governmental, educational, community-based organization or non-profit agency engaged in public service; or any private-for-profit agency may apply.

Each entity proposing to provide the employment and training services as prescribed by this

RFP, must do so as an individual company or agency, and be prepared to provide the services directly.

**This RFP and all attachments are located on the DavidsonWorks website. This is also where you will find answers to any questions received after release of the RFP. [www.davidsonworks.org](http://www.davidsonworks.org).**

### **Schedule for Review, Award and Notifications**

RFP Release Date	Monday, March 25, 2019
Bidder's Conference	Monday, April 15, 2019 at 9:00AM
<b>Proposals Due</b>	<b>5:00 p.m., Friday, May 3, 2019</b>
Technical Compliance Review	May 3 – May 31, 2019
Local Board Review Process	May 3 – May 31, 2019
Notice of Selection	No later than June 1, 2019

### **Bidders Conference**

A Bidder's Conference will be hosted from **9:00 a.m. until 11:00 a.m. on Monday, April 15, 2019** at the DavidsonWorks WDB office in Lexington. If you have questions about, or are interested in submitting a proposal, you must attend (either in person or via phone) the Bidder's Conference.

If you would like to participate in this conference, please request an invitation by emailing Pam Walton at [pam.walton@davidsoncountync.gov](mailto:pam.walton@davidsoncountync.gov).

The bidder's conference will be held at the DavidsonWorks office located at **220 East 1<sup>st</sup> Avenue, Extension, Lexington, NC**. The conference will begin promptly at 9:00 a.m. and any potential bidder must be present.

### **Proposal Submission Process**

Please submit three (3) originals in a sealed package or submit an electronic copy of the proposal and budget to [pam.walton@davidsoncountync.gov](mailto:pam.walton@davidsoncountync.gov) by **5:00 PM, Friday, May 3, 2019**. Receipt of all emailed copies will be confirmed by return email.

Proposal packages may be mailed to:

**2019 ADULT/DW SERVICES PROPOSALS  
DAVIDSONWORKS  
PO BOX 1067  
LEXINGTON, NC 27293  
ATTN: PAM WALTON**

Proposals may also be hand-delivered to:

**2019 ADULT/DW SERVICES PROPOSALS  
DAVIDSONWORKS  
220 EAST 1<sup>ST</sup> AVENUE EXTENSION, SUITE 10  
LEXINGTON, NC 27292  
ATTN: PAM WALTON**

**All proposals are due by 5:00 p.m. on May 3, 2019. Late proposals will not be accepted.**

## **VII. TERMS OF SELECTION**

The DavidsonWorks Workforce Development Board reserves the right to accept or reject any or all proposals received. The Board reserves the right to waive informalities and minor irregularities in offers received. All solicitations are contingent upon availability of funds. The Board reserves the right to request additional data or oral discussion or documentation in support of written offers.

Any bidder may be requested to make an oral presentation of their proposal(s) to the Board. Board staff will schedule the time and location for these presentations, if required.

## **VIII. PROGRAM PERIOD**

The program-funding period is from July 1, 2019 through June 30, 2020. Continuation beyond June 30, 2020 is subject to future funding and legislative authority. Based on funding availability, the option exists to extend the contract for two additional years beginning July 1, 2020, with the opportunity for re-negotiation, to be initiated in writing by the local Board at least sixty days before the expiration date of the first year contract.

In order for the local Board to exercise its second and/or third year option, the Contractor must meet performance requirements as outlined in the contract documents. However, the local Board is not bound to exercise a second and/or third year contract solely on stated performance criteria. With sufficient justification, the local Board can renew an annual contract for two additional years without benefit of competitive procurement, not to exceed a total of three years. Each renewal shall be limited to a one-year period.

## **IX. TYPE OF CONTRACT**

The type of contract entered into by the awarded Contractor for the services outlined in this RFP is a cost-reimbursement contract that provides for payment to the contractor of a negotiated fee that is fixed at the inception of the contract.

The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the contract.

The Contractor is expected to make, in a timely manner, all payments on behalf of customers (such as tuition, supportive services, work experience payroll, OJT reimbursement, etc.)



Based on funding availability, the local Board may extend a contract if it appears to be in the best interest of the WIOA Program and is agreeable with the Contractor. Similarly, the training slot levels and/or number of participants served and/or associated costs may be modified at any time during a contract period by executing a contract modification agreement signed by both parties.

Contractor may not subcontract any or part of the services for which they seek award.

## **X. APPEAL PROCEDURES**

Appeals by proposing organizations denied funding are limited to procedural appeals only; such appeals shall be based solely on allegations of irregularities in the solicitation and awards procedure and not on the relative merit of the offers submitted. If a bidder believes to have been harmed by the violation or misapplication of procedure or regulation of this program, the bidder has the right to file a grievance. This grievance should be filed according to the written Procurement Appeals Policy established by the local Board.

## **XI. GENERAL PROVISIONS AND REQUIREMENTS**

### **A. Provisions**

1. This RFP does not commit the local Board to award a grant.
2. Ownership of all data, material, and documentation originated and prepared by the Contractor under the terms of the contract shall belong exclusively to the local Board.
3. Proposals should be submitted in the format set forth in the Proposal Format and Required Forms section of the RFP and adhere to the minimum requirements specified therein.
4. Formal notification to award a contract and the actual execution of a contract are subject to the following:
  - (a) receipt of WIOA funds granted under the WIOA plan;
  - (b) results of negotiations between selected Contractors and local Board administrative staff; and
  - (c) continued availability of WIOA funds.
5. Any changes to the WIOA Program, the State of North Carolina WIOA Plan, or the local Board WIOA Plan, may result in a change in contracting and requirements. In such instances, DavidsonWorks will not be held liable for what is in the offeror's proposal or this Request for Proposal package.
6. Each offeror submitting a proposal will be notified in writing of DavidsonWorks' WDB decision concerning its proposal.

7. Proposals submitted for funding consideration and programs operated must be consistent with the federal WIOA legislation, all applicable Federal Regulations, the North Carolina Division of Workforce Solutions Policies and Issuances, the local Board Policies and Procedures.
8. Offerors selected for funding must also ensure compliance with the following: USDOL Regulations 20 CFR Part 652 (Workforce Innovation & Opportunity Act, Final Rule), Office of Management and Budget Circulars A-21, A-87, A-110, A-122, A-133, or 48 CFR Part 31, whichever is applicable.
9. The DavidsonWorks WDB may require selected Contractors to participate in negotiations and to rewrite their proposals as agreed upon during the negotiations.
10. Additional funds received by DavidsonWorks may be contracted by expanding existing programs and contracts, or by consideration of proposals not initially funded under this RFP, if such proposals were rated in the competitive range. These decisions shall be at the discretion of the DavidsonWorks Workforce Development Board.
11. DavidsonWorks WDB may decide not to fund part or all of a proposal even though it is found to be in the competitive range if, in the opinion of the Board, the services proposed are not needed, or the costs are higher than the Board finds reasonable in relation to the overall funds available, or if past management concerns lead the Board to believe that the Contractor has undertaken more services than it can successfully handle.
12. If through the negotiation process, it becomes evident that the proposed Contractor may not be able to fulfill contract expectations, the Board reserves the right not to enter into contract with the organization, regardless of Board approval of the offeror's proposal.
13. DavidsonWorks is required to abide by all WIOA legislation and regulations. Therefore, the Board reserves the right to modify or alter the requirements and standards as set forth in this RFP based on program requirements mandated by state or federal agencies.
14. Contractors will be expected to adhere to Board procedures to collect, verify and submit any required monthly or quarterly reports as well as monthly invoices to the Board.
15. All grievances arising out of the WIOA or this RFP must be filed according to the Board's established grievance procedures.
16. All Contractors must ensure equal opportunity to all individuals. No individual in the Local Area may be excluded from participation in, denied the benefits of, or subjected to discrimination under any WIOA-funded Program or activity because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.
17. Contractors must accept liability for all aspects of any WIOA Program conducted under contract with the Board. Contractors will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.

18. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a Contractor fails to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from the federal or state governments.
19. Contractors will allow access to all WIOA records, program materials, staff, and participants to local, state, and federal representatives. In addition, Contractors are required to maintain all WIOA records for five years from the last day of each program year.
20. The DavidsonWorks Workforce Development Board encourages all interested bidders to attend the Bidders Conference. While every effort has been made to include all necessary information, specifications and examples, the need for clarification or interpretation is recognized as a possibility. This is the forum the Board has selected to answer questions so that all interested parties will have the benefit of the same answer. **See Section VI. of this RFP for specific information on the Bidder's Conference.**

## **B. Records Retention**

The following records and documents must be maintained for WIOA participants and employees. The proposed Contractor agrees to make these records available for monitoring and review by the local Board and agrees to retain these records, subject to audit, for a minimum of five years for each program year's records. Release of responsibility to retain records after the five (5) year period will not be authorized until final resolution of any and all audit findings is completed. In the event the Contractor goes out of business or ceases to be an organization prior to the expiration of record retention responsibility, the Contractor will deliver all records required to be retained hereunder to the local Board's administrative entity.

The following records shall be transmitted to the WDB for acceptance in an orderly fashion, with documents properly labeled and filed and in an acceptable condition for storage:

1. General ledger or equivalent;
2. Cash receipts and cash disbursement journals/reports or equivalent;
3. Bank statements, reconciliation, deposit slips, and canceled checks for each bank account through which WIOA funds were received or disbursed;
4. Contract with WDB, including all amendments;
5. All financial reports and requests for reimbursement;
6. Payroll records including Individual Earning Record, Employee Withholding Authorization (W-4), FICA reporting forms, Federal and State Withholding, Unemployment taxes, Employee Personnel Files, Time Records and Employee Time/Salary Allocation plan;
7. Invoices and/or supporting data for non-payroll disbursements;
8. Participant files and records including data forms, verification/documentation items, assessment tests and results and the Employment Plan (or Individualized Service Strategy); and
9. Monthly and End of Year Financial Invoices/Reports and Programmatic Reports
10. Any other WIOA related financial records requested by the WDB.

### **C. Internal Financial Management**

To be eligible for contract award, your organization must be able to demonstrate a 90-day cash flow. The Contractor agrees to conduct internal financial management reviews of the following major areas:

1. Compliance with the provisions of the Workforce Innovation & Opportunity Act and its regulations and the WIOA Program;
2. Compliance with the provisions of the WIOA Contract including record maintenance;
3. Compliance with the applicable State and Board policies;
4. Compliance with accepted financial management and accounting practices as appropriate(20 CFR Part 652);
5. Compliance with applicable OMB Circulars and CFRs.

Internal financial management procedures shall be sufficient to prevent fraud and abuse. All suspicion of, or instances of criminal misconduct, fraud or willful and gross misconduct, in connection with any WIOA Program shall be reported immediately to the Board Director, the NC Division of Workforce Solutions and to the U.S. Department of Labor. Internal financial management procedures must also ensure that auditable and otherwise adequate records are maintained which support all expenditures of WIOA funds and confirm adherence to any policies or federal circulars regarding allowable costs and allocations of costs to proper cost categories. The Contractor shall document all internal financial compliance reviews.

**Contract award is contingent on evidence of organization's solvency.**

### **D. Invoicing, Reporting and Contractor Close-out**

The Contractor will be reimbursed for total allowable costs incurred as agreed upon between the Board and the WIOA Contractor. The Contractor will submit a Monthly Invoice for reimbursement of incurred allowable costs.

In order to assure that reimbursements are used in accordance with the provisions of the contract, the Contractor shall: (a) use such fiscal, audit, and accounting procedures as may be necessary to assure proper accounting for reimbursements received; and (b) provide the Board staff and authorized representatives of the U.S. Department of Labor or the Comptroller General of the United States access to and the right to examine any books, documents, papers, records, property and equipment pertaining to funds provided or activities undertaken concerning the program.

All Contractor invoices and other reports must contain information required by the Board. The final contract closeout report must be submitted within forty-five (45) days after the ending date of the contract. Any participant and financial reports requested are to be provided to Board staff by established deadlines. Reporting forms will be provided and explained upon development of the reports.

### **E. Audit Requirement**

Contractor agrees that the financial records reporting of grant-funded activities shall be either:

1. Audited by a Certified Public Accountant or the Office of the State Auditor (for North Carolina state agencies) and a copy of the audit submitted to the Board within 90 days of the Contractor's fiscal year-end or per the Office of State Auditor schedule. Financial statements shall be prepared under the accrual basis, which is Generally Accepted

Accounting Principles (GAAP). Any Management Letters issued with these financials shall be submitted to the Board within 90 days of the Contractor's fiscal year-end or per the Office of State Auditor schedule. If no Management Letters are issued, a letter from the auditing firm shall be submitted to the Contractor on the firm's letterhead stating that no Management Letters were issued, OR

2. In lieu of an external audit, that a Profit & Loss Statement, a Balance Sheet and a copy of the most recent Federal Tax Return be submitted to the Board within 90 days of the Contractor's fiscal year-end reflecting financial status at year-end and that a Profit & Loss Statement and Balance Sheet be submitted at the mid-point of this contract term to reflect financial status at that time.

Failure to cooperate and comply with the monitoring/auditing terms of the contract will be interpreted as a serious violation of the contract and will constitute grounds for suspension or termination, and may result in disallowance of costs claimed under the contract.

**Contract award is contingent on final clearance of any audit-related issues.**

#### **F. Bonding Insurance Requirements**

Agencies must meet bonding requirements as required through the Office of Management and Budget Circulars or other applicable regulations. Public agencies are required by the North Carolina General Statute to be bonded. Non-governmental agencies shall procure a blanket fidelity bond, position bond, or name schedule fidelity bond for all persons or positions authorized to receive or disburse WIOA funds. The Contractor must maintain all bonding in force for the period of the contractual agreement.

The Contractor must submit a written notice to the Board within fifteen (15) calendar days prior to any reduction in the limits stated on the bonding document. Similarly, the Contractor must provide written notice of any cancellation of the bonding policy to the Board immediately upon receipt of the cancellation notices. Evidence of bonding must be provided to the Board within 10 days of contract award.

**Contract award is contingent on evidence of sufficient bond ability.**

#### **G. Requirements for Depository Accounts Holding WIOA Funds**

Due to cost reimbursement contracting, excess WIOA funds are not typically on hand at the Contractor level since the Contractor is being reimbursed for funds already expended. However, if a situation arises that result in the Contractor having excess cash on hand that has been deposited into an interest bearing account, then it may require the reporting of interest as program income.

The Contractor must assure that in the instance where excess cash is on hand that it will be tracked, and any interest resulting from the cash on hand will be properly tracked and used for WIOA operations as program income. If it is determined that excess cash is on hand, the Contractor may be required to issue a check in the amount of the excess cash.

## **H. Program Income Requirements**

Historically, program income has not been a common occurrence with Board WIOA Contractors. However there may be instances where program income is earned and if so needs to be accounted for correctly. The Contractor assures that it will comply with federal requirements, described at 29 CFR 95.24 or 29 CFR 97.25 (g)(2), as appropriate, for all program income earned under the WIOA.

## **I. Property Management Requirements**

1. The Contractor agrees to maintain careful accountability of all WIOA purchased non-expendable property (property with a life expectancy of one year or more and a unit cost of \$500.00 or more) and to maintain an inventory of all properties issued by the Board or subsequently acquired with WIOA funds. Acquisition of non-expendable property with a unit cost of \$500.00 (including taxes, shipping and handling costs) or more must be approved by the Board Administrator, prior to the purchase. The Board will maintain a fixed-asset listing to be verified for physical location and service ability at the locations where equipment is maintained through an annual inventory review.
2. Any purchases made for \$5,000 or more with WIOA funds must be approved by the Board and the State, prior to the actual purchase. The State will monitor the inventory of all items purchased or leased with a value of \$5,000 or more.
3. The Contractor agrees not to dispose of or transfer any non-expendable property purchased with WIOA funds which has a unit cost of \$500 or more and/or a life expectancy of one year or more until written authorization is received from the Board. Any disposal of WIOA property must be according to applicable Federal, State and Local disposal procedures. Any revenues derived from the sale of property purchased with WIOA funds must revert to a WIOA activity.
4. The Contractor will be responsible for maintaining an accurate inventory of all WIOA property in their possession. A copy of the updated annual inventory shall be submitted by the Contractor to the local Board with the 13th month/ Final Financial Closeout documents.
5. In the event property purchased with WIOA funds is stolen or destroyed by criminal act, the Contractor will notify appropriate law enforcement officials immediately. The local Workforce Development Board Director must be notified within three (3) working days of discovering the loss or damage. A copy of the police report will be maintained as documentation of loss, and a copy forwarded to the local Board.
6. The Contractor agrees to pay for or replace (from non-Federal funds) any property purchased with WIOA funds that is lost, damaged, destroyed, or misplaced through negligence of the Contractor, its staff or representatives.

## **J. Medical/Accident/Workers Compensation Insurance**

The Contractor shall provide adequate on-site medical and accident insurance for all enrollees not covered by the North Carolina Workers' Compensation law. This coverage shall not include income maintenance. Contractors must have a Workers Compensation policy that covers WIOA participants during paid work experiences. It is recommended that this be a separate policy from the agency's organizational policy.

**Contract award is contingent on evidence of sufficient insurance.**

## **K. General Liability Insurance**

General public liability insurance coverage is required of all WIOA proposed contracts operators. NOTE: Contractors that are state agencies or political subdivisions of the State of North Carolina are exempt from the public liability insurance requirement referenced above. Evidence of your organization's General Liability Insurance and Carrier information is required within 10 days of contract award.

**Contract award is contingent on evidence of sufficient insurance.**

## **L. Automobile Insurance**

Contractors using agency owned or leased motor vehicles in conducting program activities shall provide automobile insurance coverage for WIOA funded staff and program participants using such vehicles for WIOA sponsored/funded activities and services. Evidence of your organization's Automobile Insurance and Carrier information is required within 10 days of contract award.

**Contract award is contingent on evidence of sufficient insurance.**

## **M. Personnel Policy**

Please provide a copy of the agency's most recent personnel policies, including the agency's hiring practices and separation policies. It is recommended that each Contractor conduct a criminal background check for new employees.

**Contract award is contingent on evidence that the policy is fair and consistent with the local Board policy.**

## **N. Business Services**

DavidsonWorks places significant emphasis on the increased connection of the local workforce system to the business community.

The Board's Business and Industry Manager will continue to have responsibility for developing and executing OJT contracts. For 2018-2019, OJT will continue as a service to the business community while also giving our system an opportunity to meet our job seeker customer's needs.

Contractor staff's role with regard to OJT will be to: 1) refer customers as appropriate, 2) perform customer intake, tracking, case management and reporting of WIOA-funded OJT customers using *NCWorks Online*, and 3) communicate customer progress or issues to the Business and Industry Manager.

## **BIDDER: PLEASE COMPLETE THE FOLLOWING SECTIONS**

### **XII. STATEMENT OF WORK NARRATIVE**

This portion of the proposal should give reviewers a clear picture of the proposed services and the capability of the Contractor to deliver the proposed services. Proposers should provide responses that cite the alphabetical and numerical sequence of the question/statement. Provide brief but adequate responses. Narrative may not exceed 15 pages, single-spaced, using 12 point Times New Roman font. Number all pages.

**NOTE: Please refer to information provided within this RFP when creating your proposal response.**

#### **A. PROGRAM MANAGEMENT PLAN**

1. Describe the mission of your organization. Include a program organizational chart that outlines the administration of the organization for the proposed project and the individuals in the WIOA funded positions.
2. Provide a brief history (type of organization, date established, major line or lines of work and general background) of the proposing entity and how the entity's mission relates to the provision of workforce development services.
3. Describe your organization's financial and administrative experience in managing and accounting for multiple federal, state, and local funding sources in accordance with Generally Accepted Accounting Principles (GAAP); conducting self-monitoring for contract performance and compliance; and developing and implementing a continuous improvement model.
4. Describe the proposing entity's knowledge of and/or experience with the NCWorks Career Center operations, WIOA programs, other workforce development programs, and any experience in providing services that are similar to the services required under this RFP.
5. If the project is currently operating, state the measurable outcomes achieved for the most recent accumulative nine month performance period. These outcomes should tie to Common Measures; clearly state which measure(s) you are reporting on.
6. Contractor will provide Career Center Operations staff. Identify all WIOA funded positions (names/titles), and indicate whether full or part-time and the percentage to be funded in whole or in part with WIOA funds. (Additionally, you must reflect this breakout in the Budget section.)
7. Provide qualifications of key staff (identified in your Answer 6, including Program Operator), who will be assigned to this program including education, experience, and any specialized training or certifications specific to workforce service delivery.
8. If your organization will need to hire staff as a result of being awarded a contract, please outline your plan to have qualified staff in place prior to July 1; and describe how you expect to provide on-going staff training to ensure your staff has access to the most current information, tools, and resources.
9. Describe how you will provide leadership for staff on operational issues and in (a) implementing an integrated menu of career services for customers and employers and (b) implementing agreements among the partners.
10. Describe how your WIOA funded staff members will work in cooperation with Division of Workforce Solutions staff members in an Integrated Service Delivery environment under the daily supervision of the NCWorks Career Center manager.



11. Describe the in-house monitoring systems that will be utilized to ensure that WIOA services are delivered efficiently and effectively while complying with applicable federal, state and local laws, rules, regulations, and policies.
12. For potential new providers: Provide a schedule for addressing start-up priorities including, but not limited to staffing and staff training. Explain how the transition of current participants from previous contractors will smoothly shift to the new contractor during the first quarter.

## **B. CAREER SERVICES**

1. Discuss your plan for community outreach and for recruiting job seekers identified as target populations in this RFP (marketing, outreach, recruitment and engagement).
2. Describe how you will serve large numbers of varying individuals who will receive career services within an integrated service delivery system. In your description, discuss service delivery for serving individuals with barriers to also include:
  - Individuals with limited English proficiency
  - Low-income individuals
  - Persons with limited literacy/numeracy skills
  - Offenders
  - Low-skilled job seekers
  - Veterans
  - Persons with disabilities
3. Describe how customers will flow through functional areas and among partner services.
4. Describe how your staff will deliver WIOA Career services.
5. Describe how you will ensure seamless and streamlined services for each customer seeking jobs, career counseling, advancement and training.
6. Discuss your role in participating and identifying potential customers in the NCWorks Reemployment Assistance Classes and Employment Assistance Initiative. For definitions, visit <https://www.nccommerce.com/workforce/job-seekers/ui-claimants>.
7. Describe the process for referring individuals to the appropriate agency for those services not available at the NCWorks Career Center.
8. Describe the assessment process for Adults/Dislocated Workers. List assessment resources to be used, including WorkKeys assessments, and those requiring staff assistance.
9. Describe how an individual employment plan will be developed that identifies specific education and employment goals, and the appropriate combination of services for the participant to achieve the employment goals, including the use of labor market information and assessment results. Describe how the plan will be reviewed and updated.
10. Describe planned case management services to include how and when counseling will be provided to Adult/Dislocated Worker participants. Describe how the WIOA participant's progress and attendance will be monitored.
11. Describe your process for working with partners. How will you ensure that workshops are scheduled and delivered in the NCWorks Career Centers?
12. Include other details about how you will engage the customer to be successful with the educational component and the transition from training to employment.
13. Describe any innovations and strategies that have been found to increase the likelihood of success for individuals and how you plan on using those strategies within the NCWorks system.

### **C. TRAINING SERVICES**

1. Describe your relationships with training providers. What is your process for developing training options?
2. Describe how eligibility for training services for Adults/Dislocated Workers will be determined.
3. Describe the process for informing customers of training opportunities for high-growth, high-demand, and economically vital occupations that will lead to employment with above average earnings potential.
4. Describe the process for ensuring that customer choice in the selection of an eligible training provider is facilitated and maximized.
5. Describe how Individual Training Account vouchers will be issued and tracked to finance training services (tuition, fees, books, and supplies).
6. Explain how you will provide Work-based Learning Opportunities to include Paid or Unpaid Internships/Volunteering Transitional Jobs, and/or On-the-Job training. Include criteria and guidelines for selecting job seekers and identifying employers for OJT, Transitional Jobs, and Work Experience opportunities.

### **D. WIOA PLANNED OUTCOMES**

1. Specify the planned number of eligible individuals to be identified (by target group, if applicable) who are to be enrolled, complete training and meet performance outcome/employment retention criteria. (Complete “WIOA Planned Outcome Data Sheet”)
2. Describe how your WIOA program will meet the outcomes indicated on the planned outcome data sheet.
3. Describe occupational targets considered as training related placements, as well as the related placement wage for each target. Wages should reflect the prevailing local wage for the occupation, based on local or regional surveys.

### **E. SERVICES TO EMPLOYERS**

1. Describe how your staff will work as a part of the NCWorks Business Services Team to deliver employer services. What is the estimated time per week that staff will commit to serving employers?
2. Describe the services you plan to provide to area employers, to include strategic approaches you will use to support local employers with staffing needs, and jobs requiring skilled workers.
3. Describe how you will track and document services provided to employers, as well as track employer satisfaction.
4. Describe how you will gather and analyze labor market information about ongoing and emerging needs of regional employers.

### **F. FOLLOW-UP SERVICES**

1. Describe the types of planned follow-up activities for individuals who enter employment. Indicate how follow-up services will occur to ensure that participants are employed through the one-year follow-up period.

2. Describe planned follow-up activities for individuals who do not enter employment (including time frames).
3. Describe continuous improvement procedures that will be used to obtain feedback from participants, employers, and other appropriate parties on the responsiveness and effectiveness of the training and services provided.

## **G. DISLOCATED WORKER RESPONSE SERVICES**

1. Describe how staff will provide services to workers who are dislocated and need services.

## **H. BUDGET**

1. Proposers should complete the budget sheet and name the file as “PY 2019 WIOA Budget\_Your Organization Name.” The budget worksheet is available on the DavidsonWorks website: [www.davidsonworks.org](http://www.davidsonworks.org)
2. If you are proposing to be reimbursed for Indirect Costs, provide a copy of the approved indirect cost plan that has been approved by the federal cognizant agency for your organization for indirect costs to be considered for payment. *If your agency has an approved indirect cost plan and you are not proposing to be reimbursed for indirect costs, provide this amount as an in-kind contribution.*
3. Describe any in-kind contributions to the program that will be contributed to the program. Specify the estimated dollar amount of in-kind contributions.
4. For-profit proposals must include a narrative of the proposed profit along with the deliverables that must be met before profit will be reimbursed to your organization. Refer to the local area addendum for specific allowable percentages.

## **I. FISCAL MANAGEMENT AND REPORTING**

1. Describe the monitoring and evaluation of the program operations to be routinely carried out. Include any systems that may be used to track, capture and report performance or outcomes.
2. Describe your fiscal system and include the following:
  - The process the proposer proposes to use to timely capture and report fiscal information to the WDB’s administrative entity;
  - What systems are in place to ensure fiscal accountability, and timely, and appropriate expenditure of WIOA funds;
  - Describe how the proposer will internally track both actual and projected obligations and encumbrances to ensure budget goals are attained;
  - Describe the proposer’s ability and method it would use to repay disallowed costs if such disallowances are identified in the monitoring or audit of the contract.

## **XIII. BUDGET SUMMARY**

The type of contract entered into by the awarded Contractor for the services outlined in this RFP is a cost-reimbursement contract that provides for payment to the contractor of a negotiated fee that is fixed at the inception of the contract.

The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the contract. Please see Local Area addenda for guidelines on other fees that may be negotiated by a for-profit bidder.

To complete the budget sheet (s), follow these instructions:

- 1) From the DavidsonWorks website, **download the budget sheet.**
- 2) Rename the file (Save as) [CURRENT FILE NAME]\_BiddersName.xlsx
- 3) Open the spreadsheet and enter your Bidder Name where indicated at the top of the spreadsheet.
- 4) Complete the spreadsheet and save.
- 5) **Submit with proposal.**

NOTE: You may not propose both administrative costs AND an indirect cost.

#### **XIV. PROPOSAL REVIEW AND EVALUATION CRITERIA**

##### **A. Proposal Evaluation Process**

The intent of the evaluation review process is to certify that each proposal received meets the basic qualifying conditions and to determine the overall quality of each proposal. Proposals must pass an initial technical review for completeness and responsiveness to the RFP. The DavidsonWorks Workforce Development Board shall review all proposals to determine which Contractor shall be awarded the local contract.

In selecting one or more respondents as the WIOA Contractor working in the local Center, primary consideration shall be given to the demonstrated effectiveness of the respondent's delivery of comparable services, overall quality of proposed plan of services, the likelihood of meeting or exceeding performance measures, and cost.

##### **B. Qualitative Review Criteria**

The following criteria are used to evaluate each proposal and to make a determination of overall quality and cost effectiveness:

- Respondent's Qualifications and Past Performance Operating Employment and Training Programs
- Years of Experience Delivering and Operating Employment and Training Programs
- Quality of Partner Relationships Established in the Workforce Area
- Respondent's Organizational Capability
- Technical Capacity to Accommodate NCWorks Online Electronic Filing System
- Quality of Proposed Plans to Provide Center Services
- Quality of Proposed Plans to Achieve Service Levels and Outcomes
- Satisfactory Completion/Submission of Certifications Form
- Satisfactory Completion/Submission of Required Attachments
- Reasonableness and Competitiveness of Proposed Costs
- Completeness and Content of Narrative Response
- Completeness and Content of Response to Individualized Local Area Addendum

**C. Evaluation Matrix for Narrative Section – Points System**

<b>NARRATIVE SECTION</b>	<b>POINTS POSSIBLE</b>
<p><b>Program Management Plan</b> The Contractor’s organizational structure, experience, and staffing plan are appropriate and efficient.</p>	<b>50 Points</b>
<p><b>Career Services</b> The Contractor’s plan for delivering integrated services addresses all customers and needs effectively.</p>	<b>50 Points</b>
<p><b>Training Services</b> The Contractor’s approach to developing training options is responsive to labor market needs, and ensures customer choice.</p>	<b>40 Points</b>
<p><b>WIOA Planned Outcomes</b> The Contractor’s plan for achieving the WIOA planned outcomes is feasible and comprehensive.</p>	<b>50 Points</b>
<p><b>Services to Employers</b> The Contractor’s plan for serving employer customers is innovative and comprehensive, and responsive to the needs of their businesses.</p>	<b>50 Points</b>
<p><b>Follow-Up Services</b> The Contractor’s plan for follow-up activities for individuals who become employed and those who don’t is comprehensive and effective.</p>	<b>40 Points</b>
<p><b>Dislocated Worker Response Services</b> The Contractor’s plan for serving dislocated workers is comprehensive and effective.</p>	<b>40 Points</b>
<p><b>Budget</b> The budget narrative adequately explains the contractor’s approach to and allocation of WIOA dollars, and indirect costs or proposed profit, if applicable.</p>	<b>40 Points</b>
<p><b>Fiscal Monitoring and Reporting</b> The contractor’s proposed processes for fiscal tracking, monitoring and reporting are appropriate.</p>	<b>40 Points</b>
<b>TOTAL POSSIBLE POINTS</b>	<b>400</b>

**XV. PROPOSAL FORMAT AND REQUIRED FORMS**

- Number each page.
- Use Times New Roman 12 point font for your narrative response.
- Proposals should include all items listed below, in the order shown. Proposals that fail to include all applicable forms and information will not be considered.

**BIDDERS: Only include the documents requested below.**

1. 2019 WIOA RESPONSE PACKAGE COVER SHEET - Complete the contact information. Indicate the total funds requested and the number of participants to be served.
2. PROGRAM AND FINANCIAL MANAGEMENT FORM - Identify the appropriate agency staff member responsible for compliance.
3. YOUR CURRENT ORGANIZATIONAL CHART (Refers to XII. A.1)
4. SIGNED CERTIFICATION FORM – Requires signature of authorized representative
5. UNIFORM GUIDANCE SECTIONS 1 through 8 – Requires signature of authorized representative and notarization (as applicable)
6. BUDGET – Submit a Budget Sheet for all costs required to implement the program design.
7. STATEMENT OF WORK NARRATIVE – Your narrative may not exceed 15 pages. The following documents do not count as part of the 15 pages:
  - a. Provide STAFFING PLAN and ORGANIZATIONAL CHARTS by CENTER LEVEL – Estimate numbers served and develop a staffing structure to serve them (Refers to XII. C. 2). For any positions that would be considered non-standard Integrated Service Delivery (ISD) job titles, please provide a **short** description.
  - b. WIOA Planned Outcomes Data Sheet (Performance Outcomes) –These documents can be obtained at [www.davidsonworks.org](http://www.davidsonworks.org).
  - c. Any Addendum document which you feel may be needed for your proposal.

**2019 WIOA RESPONSE PACKAGE COVER SHEET  
Adult and Dislocated Worker Services RFP**

Agency Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person(s): \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

E-Mail: \_\_\_\_\_

Federal ID# \_\_\_\_\_

The following proposal is hereby submitted in response to the DavidsonWorks Workforce Development Board's WIOA Adult and Dislocated Worker RFP for the program period 7/1/2019-6/30/2020.

Executive Summary

Please write a brief summary of your proposed program, including numbers to be served and dollars requested.

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Proposed Numbers Served: \_\_\_\_\_

Budget Request: \$ \_\_\_\_\_

Are funds from other funding sources being requested in order to implement this proposed WIOA program? If yes; please explain sources of funding and amounts and attach to this page.

CERTIFICATION: I certify that the information contained in this proposal, fairly represents this entity and its operating plans and budget necessary to conduct the proposed WIOA Employment, Training and Services Program Activities described herein. I acknowledge that I have read and understand the requirements of the Request for Proposal (RFP) and that this entity is prepared to implement the proposed activities as described herein. I further certify that I am authorized to sign this proposal and any contractual agreement emanating there from on behalf of the entity submitting the proposal.

\_\_\_\_\_/\_\_\_\_\_  
(SIGNATURE and DATE of Signatory Official)

\_\_\_\_\_  
(Typed or Printed NAME and JOB TITLE of Signatory Official)

**(FOR INTERNAL USE): DATE RECEIVED** \_\_\_\_\_

## PROGRAM AND FINANCIAL MANAGEMENT FORM

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

### Equal Employment Opportunity (EEO)

Name of EEO Officer \_\_\_\_\_

Position Title \_\_\_\_\_

Phone number \_\_\_\_\_

### Internal Program Management and Monitoring Procedures

Staff Name \_\_\_\_\_

Email \_\_\_\_\_

Phone number \_\_\_\_\_

### Invoicing, Financial Reporting, and Contractor Close-out

Staff Name \_\_\_\_\_

Email \_\_\_\_\_

Phone number \_\_\_\_\_

### Requirements for Depository Accounts Holding WIOA Funds

Name of Institution(s) \_\_\_\_\_

Is this account interest bearing? \_\_\_\_\_

### Property Management Requirements

Staff Name \_\_\_\_\_

Email \_\_\_\_\_

Phone number \_\_\_\_\_



**BIDDERS: Read and acknowledge adherence to the following policies by signing the Page 39. Include only the signed Page 39 (Certification Form) in your proposal submission. DO NOT include pages 33-38.**

## **CERTIFICATIONS**

### **A. Assurances**

1. Ensure that auditable and otherwise adequate records are maintained to support the eligibility of all WIOA participants and confirm adherence to specific program requirements and limitations. The local Board will require that WIOA Contractors adhere to their established monitoring procedures for ensuring program compliance with federal regulations.
2. That it will exclusively use the statewide/regional brand name for the Statewide workforce development system when it becomes available in lieu of traditional workforce development language in the marketing and delivery of services and programs;
3. That it will consistently identify individual programs and activities in user-friendly terms, rather than bureaucratic lingo;
4. That it will designate appropriate job titles for staff who work with WIOA participants and detailed job descriptions will be available for each job title. These job titles will consistently be used with external customers;
5. That it will maintain customer files according to Local Area policies and guidance and adhere to data validation expectations;
6. That it will fully comply with the requirements of the Workforce Innovation and Opportunity Act; all federal regulations issued pursuant to the Act; the NC Five-Year Strategic Plan; the NC Division of Workforce Solutions; and local Board policies;
7. That it will administer the program in full compliance with safeguards against fraud and abuse as set forth in the law and regulations; that no portion of its program will in any way discriminate against, deny benefits or employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, or political affiliation, or any other non-relevant factor;
8. That it will house all WIOA Contractor staff at the Center(s) of each county for which it receives a contract, and will accept all associated Center roles and responsibilities;
9. That it will operate the program in full compliance with health and safety standards established under state and federal law and that conditions of employment and training will be appropriate and reasonable in light of such factors as the type of work, geographical area, and proficiency of the participant;
10. That ineligible applicants will be referred to other appropriate services, including the core services available at the Center;

11. That other resources will be exhausted prior to using WIOA funds;
12. That all participants employed by the program who are not covered under state workers' compensation laws and all participants enrolled in classroom training shall be provided with adequate on-site medical/accident insurance;
13. That all individuals in subsidized jobs shall be paid a rate no less than the applicable State or local minimum wage law.
14. That all WIOA customers participating in on-the-job training activities or individuals employed in other activities under the Workforce Investment Act be compensated at the same rates, including periodic increases and working conditions, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills and such rates shall be accordance with applicable law as referenced in the Act at Section 181 (a). In no event shall the wage be less than the applicable State or local minimum wage law;
15. That no participant will be employed to fill a job opening when any other person is on layoff from same or equivalent job, or when employer terminates the employment of any regular employee or otherwise reduces its workforce with the intention of filling vacancies with WIOA participants. No funds may be used to create promotional lines that infringe upon any current promotional opportunities as referenced in Section 181 (b)(2)(3);
16. That no WIOA funds will be used for contributions on behalf of any participant to retirement systems or plans; to impair existing contracts for services for collective bargaining agreements; to assist, promote, or deter union activities; or to displace any currently employed worker;
17. That reports to the local Board or its staff will be provided in a timely fashion, as requested;
18. That all requested information will be keyed into the client management information system(s) *NCWorks Online* in accordance with state and local policy, both in terms of content and timeframe expectations.
19. That eligibility verification will be completed and documented in accordance with federal, state, and local policy;
20. That participant loans will not be made from WIOA funds;
21. That total project costs will not exceed the amount agreed upon during contract negotiations and included in contracts;
22. That it will coordinate training site visits by the Workforce Development Area Board staff and Workforce Development Board members on request and will fully cooperate with monitoring reviews and other site visits by any representative of the Workforce Innovation and Opportunity Act;

23. That employees paid from WIOA funds will not participate in sectarian religious activities in the execution of their job duties;
24. That WIOA-paid staff will abstain from displaying partisan political literature in work environments and that it will comply with other provisions of the Hatch Act, which limits political activity of employees paid from government funds, including WIOA;
25. That it will, in carrying out the contract, refrain from activities involving either actual or the appearance of conflict of interest pursuant to NC-GS-234/local Board policy;
26. That it will adhere to the North Carolina records retention policy and all WIOA financial and programmatic records (including customer files) will be maintained by each Contractor for a minimum of five years from the date of the 13th Month Invoice/Financial Closeout Reports submitted in August.
27. That it will have an annual single audit performed in accordance with current federal regulations and that upon receipt of completed audit, Contractor will submit a copy to the Workforce Development Area within thirty days unless a longer period is agreed to;
28. That it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352);
29. That it will comply with the nepotism provisions as they relate to federally funded programs;
30. That it will comply with the Immigration Reform and Control Act of 1986 by completing & maintaining on file an I-9 form for each participant receiving WIOA wages;
31. That it will comply with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (PL 91-646) which requires fair and equitable treatment of persons displaced as a result of federally assisted programs;
32. That the organization is not debarred, suspended, proposed for debarment, or declared ineligible from participation in this project;
33. That it does not use federal funds for lobbying purposes (29 CFR Part 93). If lobbying has occurred utilizing funds other than federal funds, the Contractor agrees to file a disclosure report, if applicable;

For grants, contracts, and subcontracts in excess of \$100,000, or where the NC Division of Workforce Solutions has determined that orders under an indefinite quantity agreement in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 USC 1319 (c)) and is listed by the Environmental Protection Agency or is not otherwise exempt, the operator assures that (1) no facility to be utilized in the performance of the proposed grant is on the EPA List of Violating Facilities; and (2) prior to award, it will notify the Division of the receipt of any communication from the Director of Federal Activities, USEPA, indicating that a facility to be used for a contract is under consideration to be listed.

34. That no funds described in Section 129 or Section 134(a) will be used to develop or implement education curricula for school systems in the state as referenced in Section 129(b)(4)/Section 134(a);
35. That no WIOA Funding will be used for sectarian activities in accordance with Section 667.266 and Section 188(a)(3). (Both revised by Federal Register Volume 69, Number 132, Monday, July 12, 2004 Rules and Regulations);
36. That no WIOA funds will be used to encourage or induce the relocation of a business as referenced in Section 181 (d)(1);
37. That no WIOA funds will be used for customized or skill training and related activities after the relocation of a business until after 120 days as referenced in Section 181(d)(2);
38. That no WIOA funds will be used for employment generating activities, economic development activities and similar activities that are not directly related to training for eligible individuals as referenced in Section 181(e);
39. That no WIOA funds will be used for foreign travel as referenced in Section 181(e);
40. That no WIOA funds will be used to duplicate services available in the area as referenced in Section 195(2);
41. That participants will not be charged fees for placements or referrals as referenced in Section 195(5).
42. That no WIOA financial assistance will be provided to any program that involves political activities as referenced in Section 195(b) and the Contractor agrees to comply with the provisions of the Hatch Act;
43. That all WIOA participants and WIOA funded staff are aware of grievance procedures.
  - A. The Contractor assures and certifies that the Contractor has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from participants/enrollees.
  - B. The Contractor will comply with the provisions of the Hatch Act, which limits the political activity of certain State and local government employees and enrollees in federally funded programs.
  - C. The Contractor will comply with NC-GS-234, which prohibits public officials and employees from having a personal interest in any contract to which s/he is also a party in an official capacity.
  - D. The Contractor assures and certifies that it will comply with applicable provisions of the following laws as they relate to employment and training procedures:

The Drug Free Workplace Act	The Davis-Bacon Act
The Immigration Reform Act	Child Labor Laws
The American's with Disabilities Act	The Fair Labor Standards Act

E. Policies. It is expected that your organization will conform with the local Board's policies for:

- Customer Rights, Benefits and Complaint Procedures (Grievance)
- Classroom Training Policy
- Work Experience Policy
- WIOA Procurement Policy
- OJT Policy
- Supportive Services

You are not required to submit documentation/proof of insurance, bond, etc., with this proposal response. However, by signing this certification, you understand that, if awarded, the Contractor is expected to provide all applicable documentation referenced this RFP.

### **B. Statement of Compliance**

I hereby certify that:

1. The proposer is duly approved to submit this application requesting funding under the Workforce Innovation and Opportunity Act.
2. The proposer does hereby agree to execute all work related to this application in accordance with the WIOA Grant, the North Carolina Division of Workforce Solutions policies, local Board policies and guidelines, and other administrative requirements issued by the Governor of North Carolina. The vendor shall notify the local Board within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments; and
3. The proposer will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and
4. The contents of the application are truthful and accurate and the above named vendor agrees to comply with the policies stated in this application; and
5. This application represents a firm request subject only to mutually agreeable negotiations; and
6. The proposer is in agreement that the local Board reserves the right to accept or reject any proposal for funding; and
7. The proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that if awarded a contract for the service, assures that no subcontracts, grants or assistance will be made, or permitted to any debarred or suspended organization as provided under Executive Order 12549; and
8. The proposer has read and can provide Assurances 1-43E inclusive.

### **C. Certificate Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion**

#### **a) Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (Pages 19160-19211). **Before completing the certification, read instructions below.**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**b) Instructions for certification-lower tier transactions.** By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

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

**D. Certification Form – SUBMIT THIS PAGE WITH APPLICATION**

This is to certify that all specifications contained in the DavidsonWorks Request for Proposal for WIOA Adult & Dislocated Services have been read, understood, and addressed in the proposal; that the required format has been followed; that all of the information contained in this proposal is true and correct; that the Contractor organization will comply with all of the above assurances and certifications described under XV. Certifications (including but not limited to Assurances (1-43E inclusive), Statement of Compliance, and Certificate Regarding Debarment); and that this proposal has been duly authorized by the governing body of the Contractor organization.

---

Contractor Organization

---

Name of Authorized Representative

---

Title of Authorized Representative

---

Signature

---

Date

UG Section 1  
Contractors' Conflict of Interest

I hereby certify that the following named Davidson County, NC official(s) and employee(s) having material financial interest(s) (in excess of 10%) in this company have filed Conflict of Interest Statements.

\_\_\_\_\_  
Name Title or Position Date of Filing

\_\_\_\_\_  
Name Title or Position Date of Filing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Official (Type or Print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City State ZIP Code



## UG Section 2 Notice of Federal Funding

**Uniform Guidance procurement policy compliance statement:**

“Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).”

UG Section 3.1

State Debarment & Suspension

Provide proof that Contractor has not been suspended or debarred by the state of NC Budget & Management Office:<https://ncadmin.nc.gov/documents/nc-debarred-vendors>

I hereby certify that the following (company name) \_\_\_\_\_  
has not been Debarred or Suspended from participating with Office Of Budget & Management  
with NC State Government.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Official (Type or Print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City                                      State                                      ZIP Code

**NOTARIZE**

SUBSCRIBED AND SWORN TO BEFORE ME,  
This \_\_\_\_ day of \_\_\_\_\_, 2018  
NOTARY PUBLIC \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## UG Section 3.2

### Federal Debarment & Suspension

The Use of any Contractor that has been declared debarred by the office of Federal Contract Compliance Programs (OFCCP) is prohibited. Further the use of subcontractor(s) that has been declared debarred by OFCCP is prohibited. A complete list of federally disbarred contractors can be found at [www.sam.gov](http://www.sam.gov). It is the sole responsibility of the Contractor to ensure that subcontractor(s) are in good standing with the OFCCP and not on the disbarment list.

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.

Corporation ) \_\_\_\_\_ (Seal if  
Signature  
Title  
Date: \_\_\_\_\_

#### **NOTARIZE**

SUBSCRIBED AND SWORN TO BEFORE ME,  
This \_\_\_\_\_ day of \_\_\_\_\_, 2018

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

UG Section 4

**State & Federal**

**No Overdue Tax Debts Statement**

**Certification Statement**

We certify that the Company or Individual named below does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, or State. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is punishable as provided by N.C.G.S. 143-34(b).

All Contractors located or owning property in Davidson County shall assure that all real and personal property taxes are paid. The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

**Certification and Signatures**

We confirm that the foregoing certification is true, accurate, and complete to the best of our knowledge.

\_\_\_\_\_  
Company or Individual Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed name & title of local government or  
institutional authorizing official

\_\_\_\_\_  
Signature of above official

\_\_\_\_\_  
Date

UG Section 5

**E-Verify Affidavit**

**(To be executed by Contractor and incorporated by reference within the agreement.)**

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF DAVIDSON )

AFFIDAVIT

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_, (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Contractor understands that employers must use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Contractor is a business entity or other organization that transacts business in this State and that **(does/does not)** employs 25 or more employees in this State.
4. Contractor's subcontractors must comply with E-Verify, and Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

This the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Signature of Affiant

Signed and sworn to before me, this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

UG Section 6

**Anti-Lobbying Declaration  
(Byrd Anti-Lobbying)  
Certification for Contracts, Grants, Loans and Cooperative Agreements**

\_\_\_\_\_  
[Date]

Ladies and Gentlemen:

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

\_\_\_\_\_  
Applicant, Recipient Company, Exporter, Ancillary Service Provider or Local Cost Provider

\_\_\_\_\_  
Signature of Authorized Representative

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

\_\_\_\_\_  
Company Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Uniform Guidance Conflict of Interest Policy For County of Davidson, North Carolina**

### **I. Purpose**

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects paid for in part or whole by federal funds and required under 2 C.F.R. § 200.318(c)(1).

### **II. Policy**

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any sub-recipient of the funds. The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including sub-recipients, of the requirements of this policy and any additional prohibitions or requirements.

**Conflicts of Interest.** In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of the County of Davidson, North Carolina may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

**Gifts.** In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of the County of Davidson, North Carolina are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than **\$0.00** which fall into one of the following categories may be accepted:

1. promotional items;
2. honorariums for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

### **III. Violation**

Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

UG Section 8

**Davidson County Tax Department**

**No Overdue Tax Debts Statement**  
Davidson County Tax Department

**Certification Statement**

We certify that the Company or Individual named below does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is punishable as provided by N.C.G.S. 143-34(b).

All Contractors located or owning property in Davidson County shall assure that all real and personal property taxes are paid. The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

**Certification and Signatures**

We confirm that the foregoing certification is true, accurate, and complete to the best of our knowledge.

\_\_\_\_\_  
Company or Individual Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Printed name of Purchasing Agent

\_\_\_\_\_  
Printed name & title of local government or institutional authorizing official

\_\_\_\_\_  
Signature of Purchasing Agent

\_\_\_\_\_  
Signature of above official

\_\_\_\_\_

\_\_\_\_\_