



REQUEST FOR PROPOSALS

WORKFORCE INNOVATION AND OPPORTUNITY ACT

One Stop Operations

Funded by Title I of the Workforce Innovation and Opportunity Act (WIOA)

Contract Period: July 1, 2026 – June 30, 2029
Initial Funding Period: July 1, 2026 – June 30, 2027

Serving the Counties of:
Beaufort, Bertie, Hertford, Martin and Pitt

Request for Proposals Release Date: March 13, 2026
Mandatory Intent to Apply: March 20, 2026, 4:30 p.m. eastern
Mandatory Bidder's Conference: April 2, 2026, 3:00 p.m. eastern
Proposals Due: April 23, 2026, by 4:30 p.m. eastern time

Rivers East Workforce Investment Consortium is an Equal Opportunity Employer/Program
Auxiliary aids and services are available upon request for individuals with disabilities

All WIOA Title I programs (Adult, Dislocated Worker, and Youth) are supported by the
Employment and Training Administration of the U.S. Department of Labor as part of an award
totaling \$1,620,339. All programs are 100% supported by DOL-ETA funds.

TABLE OF CONTENTS

SECTION 1: Basic Information	3
1-1 Purpose of the RFP	3
1-2 Background	3
1-3 Available Funds	4
1-4 RFP Schedule	4
1-5 Intent to Apply and Bidder's Conference (MANDATORY)	4
1-6 Questions	4
1-7 Contract Information	4
1-8 General Requirements	5
1-9 General Rules and Regulations	7
1-10 Selection of Service Providers	9
1-11 Appeals	10
SECTION 2: Requirements of One-Stop Operator	12
2-1 One Stop Operator Eligibility	12
2-2 Mandatory Partners	12
2-3 Management Systems & Staffing	13
2-4 Service Provision Requirements	14
2-5 Establishing a One Stop Delivery System	15
2-6 Monitoring & Performance	16
2-7 Locations	19
SECTION 3: Proposal Format & Required Forms	19
3-1 Submittal of Proposals	19
3-2 Response Package Cover Sheet	21
3-3 Program Proposal Narrative	23
3-4 Required Forms	25
3-5 Evaluation Criteria	48

**COMPLETE THE PROPOSED BUDGET AND BUDGET DETAIL FORM
PROVIDED IN SEPARATE DOCUMENT**

SECTION 1- Basic Information

1-1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals for the competitive procurement of local One-Stop Operators under the Workforce Innovative and Opportunity Act (WIOA), Title I, Public Law 113-128, in the following Counties: Beaufort, Bertie, Hertford, Martin and Pitt.

The Rivers East Workforce Development Board (WDB) is seeking an innovative program design that employs vision, innovation, accountability, and efficient and effective utilization of resources in workforce development programming with customers. In the interest of establishing a seamless delivery of services for all prospective customers and keeping with both the spirit of the WIOA legislation as it pertains to the participation of all mandatory partner agencies and programs, it is essential that all partners operate in the most effective and integrated manner as possible. Proposers should present a proposal that indicates a clear approach to delivering a broad range of comprehensively designed, fully integrated and coordinated services that identify the needs of their community, its resources and challenges, and creates a program that meets the need, minimizes the challenges and provides opportunities for its most vulnerable community members.

Mid-East Commission serves as the Administrative Entity and Grant Recipient for the Rivers East Workforce Development Consortium and administers funds received through WIOA via an agreement with the North Carolina Department of Commerce's Division of Workforce Solutions. The Local Workforce delivery area consists of Beaufort, Bertie, Hertford, Martin and Pitt counties.

These programs are administered under the guidance and oversight of the WDB. The WDB oversees the NCWorks Career Center one-stop system in the five-county area, approves the annual workforce development plan, and approves all WIOA funded contractors and service providers. All policies are available for review at <http://riverseastwdb.org/>.

1-2 Background

The Workforce Innovation and Opportunity Act (WIOA), Title I, Public Law 113-128, which began July 1, 2015, amends the Workforce Investment Act of 1998. WIOA is designed to help job seekers access employment, education, training, and supportive services to succeed in the labor market and to match employers with the skilled workers they need to compete in the economy. WIOA strengthens the workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs and to promote individual and national economic growth.

WIOA legislation emphasizes the creation of career pathway programs; improved integration and coordination of education and training services; development of sector based strategies; and streamlined services for individuals, especially for underprepared adults and dislocated workers. WIOA aims to provide activities that increase employment, retention and earnings of the participants, and increase attainment of post-secondary credentials which will result in improving the quality of the workforce, reduce welfare dependency, meet the skill requirements of employers, and increase economic self-sufficiency.

1-3 Available Funds

The successful bidder will provide a proposed budget and an estimated time commitment which are competitive and reasonable. The WDB anticipates the annual cost to be no more than \$25,000 for each Center.

1-4 RFP Schedule

RFP Packet Available	3/13/26
Intent to Apply (MANDATORY)	3/20/26 by 4:30 pm eastern
Question Deadline	3/31/26 by 4:30 pm eastern
Bidders Conference (MANDATORY)	4/02/26 at 3:00 pm eastern
Proposal Packages due	4/23/26 by 4:30 pm eastern

Proposals must be emailed to malaw528@gmail.com with an RE: of Rivers East NC WIOA Service Provider Proposal(s) and will not be accepted after 4:30 PM EDST on April 23, 2026

Rivers East WDB Selection/Approval	5/4/26
Initial Contract Start Date	7/1/26

1-5 Intent to Apply and Bidder's Conference

Potential offeror's are REQUIRED to submit an Intent to Apply to malaw528@gmail.com by 4:30 pm eastern time on March 20, 2026. The email RE must be *Rivers East Intent to Apply to be a WIOA Service Provider*.

There will be a MANDATORY in-person bidders' conference for those organizations that have submitted an Intent to Apply. The Bidders Conference will be held April 2, 2026 at 1502 N Market St, Washington, NC 27889.

All bidders should become familiar with the RFP prior to the conference and be prepared to discuss any questions they have or issues requiring clarification. Questions submitted in advance will be reviewed in the in-person bidder's conference.

1-6 Questions

Questions regarding this request for proposal must be submitted by e-mail only to MaryAnn Lawrence (malaw528@gmail.com) by March 31, 2026, by 4:30 pm eastern time. After that date, we will not accept nor respond to any emailed questions. Questions may be asked at the bidder's conference in addition to what was submitted. Questions submitted in advance will be reviewed in the in-person's bidder's conference. Any emailed questions must have a RE that reads *Rivers East WIOA Service Provider RFP Questions*.

Should technical corrections need to be made to the Request for Proposal (RFP) package, said corrections and responses to any written questions received/answered will be posted on the website

www.riverseastwdb.org. It is the responsibility of the prospective bidder to check the website for any updates.

1-7 Contract Information

The bidder(s) that is (are) selected will be awarded a three-year contract (July 1, 2026- June 30, 2029). The initial funding period is for one year from July 1, 2026, through June 30, 2027. The Rivers East WDB reserves the right to modify all contracts on a year-to-year basis. Continuation is subject to future funding and legislative authority.

Procurement Policy requires that WIOA One Stop Operation funds be awarded under a competitive process at least every three years. Based on funding availability, the option to extend the contract for a second and third year exists with the opportunity for renegotiation to be initiated in writing by the WDB at least sixty days before the expiration date of their current year contract. In order for the WDB to exercise this option, the subrecipient must meet the performance requirements as outlined in the contract. However, the WDB is not bound to exercise the subsequent year contract solely on stated performance criteria. With sufficient justification, the local Board can renew an annual contract for one additional year without benefit of competitive procurement, not to exceed a total of three years. Each renewal shall be limited to a one-year period.

Contracts will be reviewed annually and will be extended for each additional program year based on the following:

- Funding is sufficient to allow an extension for a longer time period
- Performance expectations under the existing Contract were met
- There have been no serious issues related to performance or invoicing
- The service being provided remains of value to participants and a need for the specific type of service remains
- The Subrecipient has met all external audit requirements

TYPE OF CONTRACT: Bidders must propose a cost reimbursement contract that provides for payment to the subrecipient of a negotiated fee that is fixed at the inception of the contract. A Cost Reimbursement Contract is one that establishes an estimate of total costs for the purpose of obligating funds and a ceiling that the subrecipient may not exceed (except at subrecipient's risk) unless the awarding party agrees to amend the contract to provide additional funds. A line-item budget shall be based on all legitimate costs to be incurred by the subrecipient in carrying out the training activity. The subrecipient is reimbursed for actual expenses according to the approved line-item budget.

The Subrecipient is expected to make, in a timely manner, all payments on behalf of the NCWorks Career Centers and One Stop operations.

Based on funding availability, the local Board may extend a contract if it appears to be in the best interest of the WIOA Programs and agreeable with the Subrecipient.

If any part of the work covered by this request is to be sub granted, the grantee shall identify the sub granting organization and a subgrant agreement must be entered into between the two parties. Copies of the subgrant agreements must be submitted to the WDB and receive prior approval.

1-8 General Requirements

A. This RFP does not commit the WDB to award a grant.

- B. No costs will be paid to cover the expense of preparing a proposal or to procure a contract for services or supplies under WIOA.
- C. Ownership of all data, material, and documentation originated and prepared by the subrecipient pursuant to the contract shall belong exclusively to the WDB.
- D. 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.
- E. Formal notification to award a contract and the actual execution of a contract are subject to the following:
- receipt of WIOA funds granted under the WIOA plan.
 - results of negotiations between selected subrecipients and WDB administrative staff; and
 - continued availability of WIOA funds.
- F. Any changes to the WIOA program, the State of North Carolina WIOA Plan, or the WDB WIOA Plan, may result in a change in contracting. In such instances, the WDB will not be held liable for what is in the Offeror's proposal or this Request for Proposal package.
- G. Each offeror submitting a proposal will be notified in writing of the WDB's decision concerning its proposal.
- H. Proposals submitted for funding consideration must be consistent with the federal WIOA legislation, all applicable Federal Regulations, the North Carolina Division of Workforce Solutions policies, the WDB Policies and Procedures.
- I. Offerors selected for funding must also ensure compliance with the following: USDOL Regulations 20 CFR Part 652, Office of Management and Budget Circulars A-21, A-87, A-110, A-122 A-133 or 48 CFR Part 31, whichever is applicable.
- J. WDB may require selected subrecipients to participate in negotiations and to rewrite their proposals as agreed upon during the negotiations.
- K. Additional funds received by the WDB may be contracted by expanding existing programs, 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 WDB.
- L. The 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 WDB, the services proposed are not needed, or the costs are higher than the WDB finds reasonable in relation to the overall funds available, or if past management concerns lead the WDB to believe that the subrecipient has undertaken more services than it can successfully handle.
- M. Any proposal approved for funding is contingent on the results of a pre-award survey that may be conducted by the WDB administrative staff. This survey will establish, to the WDB's satisfaction, whether the proposed subrecipient is capable of conducting and carrying out the provisions of the proposed contract. If the results of the survey indicate, in the opinion of the WDB, that the proposed subrecipient may not be able to fulfill contract expectations, the WDB reserves the right not to enter into contract with the organization, regardless of WDB approval of the Offeror's proposal.

N. The WDB is required to abide by all WIOA legislation and regulations. Therefore, the WDB 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.

O. Programs must be operated according to the federal WIOA provisions and all applicable federal regulations, the North Carolina Division of Workforce of Workforce Solutions (DWS) policies and WDB policies and procedures.

P. Subrecipients will be expected to adhere to WDB procedures to collect, verify, and submit required monthly reports as well as invoices to the WDB.

Q. All grievances arising out of the WIOA or this RFP must be filed according to the Rivers East Workforce Investment Consortium's grievance procedures.

R. All subrecipients must fully comply with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act, Title VI and VII of the Civil Rights Acts of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; The Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; Non-Traditional Employment for Women Act of 1991, as amended; with all other applicable requirements imposed by or pursuant to the regulations implementing those laws, including but not limited to 29 CFR Part 38.

S. Subrecipients must accept liability for all aspects of any WIOA program conducted under contract with the WDB. Subrecipients will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.

T. Reductions in the funding level of any contract resulting from this solicitation process may be considered during the contract period when a subrecipient 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.

U. Subrecipients will allow access to all WIOA records, program materials, staff, and participants to local, state, and federal representatives. In addition, subrecipients are required to maintain all WIOA records for a period of 6 years (3 years from the program year which the client completed follow-up services and 3 years beyond that date).

V. Selected proposer(s) shall give credit to the Rivers East WDB, as the program activity funding source, in all oral presentations, written documents, publicity and advertisements regarding any activities funded as a result of this RFP. All outreach materials must be pre-approved by the Local Area.

1-9 General Rules and Regulations

The operation and performance of all components will be in accordance with the Workforce Innovation and Opportunity Act (WIOA), the accompanying Federal Regulations; and any interpretations published by the U. S. Department of Labor (USDOL) and the State of North Carolina; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and instructions issued by the WDB. **[If new policies are implemented, all subrecipients will be required to operate in accordance with these mandates.]** All subrecipients are directed to familiarize themselves with the WIOA Act to ensure compliance. Bidders are responsible for

obtaining copies of the above listed documents. These and related documents can be obtained online at <http://usdol.gov>.

A. SUBCONTRACTS

If a Bidder anticipates using sub subrecipients to provide any services proposed, those sub subrecipients must be clearly identified and their specific responsibilities clearly defined and prior approval must be obtained from the Local Area staff.

B. INSURANCE

Subrecipients receiving WIOA funding must provide the following insurance:

Medical/Accident Insurance. The Subrecipient shall provide adequate on-site medical and accident insurance for all participants not covered by the North Carolina Workers' Compensation law. This coverage shall not include income maintenance. Contributions to a self-insurance plan, to the extent that they are comparable in cost and extent of coverage had insurance been purchased, are allowable upon prior approval by the State (North Carolina Division of Workforce Solutions)

Bonding. The Subrecipient shall ensure that every officer, director, agent or employee authorized to act on its behalf in receiving or depositing funds into program accounts or in issuing financial documents, checks or other instruments of payment for program costs is bonded to provide protection against loss. Bond coverage shall be for \$100,000 or an amount of the present contract.

Automobile Insurance. Any Subrecipient using motor vehicles in conducting programmatic activities shall provide automobile insurance which clearly specifies that the WDB and/or LA is held harmless against claims arising from the ownership, maintenance, or use of said vehicle. The WDB requires a minimum coverage of \$100,000.00 per person and \$300,000.00 per accident for bodily injury and \$25,000.00 per accident for property damage.

C. COST CATEGORIES

WIOA costs fall into two categories – Staff and participant costs. The definition for each of these categories is included in the Act. Staff costs can be no more than 60% of the total allocated funds.

D. MULTIPLE PROGRAMS/COMBINATION BIDS

Bidders who wish to operate more than one program must submit a separate budget for each program and for each county included in the RFP. Each proposal should indicate the cost if only that proposal (for a specific county) is funded, but bidders should also submit to the Local Area Staff a transmittal letter that presents any cost reductions that would result from funding more than one proposal (or county).

This requirement does not apply to bidders who propose to link more than one service (e.g. classroom training and on-the-job training) in a single program. In such cases, the Program Description must clearly describe both services and explain how this combination strengthens the training.

E. PERSONNEL REQUIREMENTS

1. Selection

After the award of a contract, all suitable employment openings must be listed with the local NCWorks Career Center office. The subrecipient will not discriminate against applicants for employment or employees because of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The subrecipient must comply with all LA Issuances pertaining to Equal Opportunity.

2. Replacement of Key Staff

Changes in the approved listing of key staff represent a contract modification and should not be made without prior notification to the Local Area Staff. The Local Area is to be notified of replacement of staff in a timely manner. In the event of staff turnover, the subrecipient will replace staff within a maximum of 60 days.

Personnel Qualifications

The WDB shall require key staff members to perform the duties set forth in their approved job descriptions and may require the removal of key staff members for non-performance of their duties.

F. Local Area/WDB FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Local Area/WDB unless otherwise provided for in the Solicitation.

G. MONITORING

As a part of the bid, each bidder shall show evidence of its previous compliance monitoring to include compliance with any other federal contracts, federal regulations, state guidelines, the WIOA/WIOA Strategic Plan, Affirmative Action plans, management action plans, and LA management issuances/policies. Programmatic monitoring, conducted during each monitoring visit, focuses on areas of concern that are affecting program performance and compares the subrecipient's actual performance with planned performance. Each subrecipient receives a written monitoring report within thirty (30) working days following the visit. A management action plan explaining how the findings will be addressed is due to the Rivers East Workforce Development Director ten (10) working days after receipt of the report.

WDB staff will conduct on-going analysis of compliance with goals for target groups.

H. TECHNICAL ASSISTANCE FOR CONTINUOUS IMPROVEMENT

Technical Assistance will be provided to all subrecipients to ensure compliance with Local Area program expectations. Results of scheduled, on-site technical assistance visits will be documented. Subrecipients are expected to participate in technical assistance, training and monitoring sessions scheduled by the Rivers East Workforce Development Board staff to ensure coordination and continuous improvement.

1-10 Selection of Subrecipients

The primary consideration in selecting agencies or organizations to deliver services will be the effectiveness of the agency or organization in delivering comparable or related services.

Determinations will take into consideration such matters as whether the organization has:

1. Adequate financial resources or the ability to attain them.
2. The ability to meet the program design specifications at a reasonable cost, as well as the ability to meet performance goals.
3. A satisfactory record of past performance (in employment and training related activities).
4. A satisfactory record of integrity, business ethics and fiscal accountability.

5. The necessary organization, experience, accounting and operational controls.

6. The technical skills and time to perform the work; and an adequate plan to provide services and all related aspects of providing services as described in the offeror's proposal.

1-11 Appeals

A. The WDB reserves the right to accept or reject any or all proposals received. The WDB reserves the right to waive informalities and minor irregularities in offers received. All solicitations are contingent upon availability of funds.

B. The WDB may accept any item or group of items of any offer, or award more or fewer slots at the same price bid, unless the offeror qualifies its offer by specific limitations.

C. The WDB may select a subrecipient based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint that the offeror can submit to the WDB. However, the WDB reserves the right to request additional data or oral discussion or documentation in support of written offers.

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 an offeror believes to have been harmed by the violation or misapplication of procedure or regulation of this program, the offeror has the right to file a grievance. This grievance should be filed according to the written procedures established by the Rivers East WDB and may be obtained by contacting the Rivers East Workforce Development Director at 1502 N. Market Street, Suite A, Washington, NC 27889.

A. Terms of Contract

After the Rivers East WDB has determined the most qualified applicant, an attempt to negotiate the final terms of a contract will begin. If negotiations with the first applicant are unsuccessful, Rivers East will stop all negotiations with the first applicant and proceed to negotiate contract terms with the second applicant. The same procedure will occur with the third applicant if negotiations fail with the second applicant. If an agreement is not negotiated with any of the first three applicants, additional applicants may be selected.

B. Procurement Records

The Rivers East Local Area staff shall maintain records sufficient to detail the significant history of procurement, i.e., rationale for method of procurement, selection of contract type and subrecipient selection and/or rejection. Such record(s) may include detailed WDB minutes, detailed committee minutes, RFP evaluation sheets, and corrective action/negotiation records.

Procurement Appeals Policy/Process

A. Background

The procurement appeals policy provides the process by which complaints by subrecipients or prospective subrecipients for the operation of Workforce Innovation and Opportunity Act programs are handled. For the purposes of this section, any use of the word **complaint** or **grievance** refer to the

appeals process relating to the procurement of WIOA subrecipients. Procedures for resolving complaints filed by WIOA program subrecipients or participants are not detailed in this policy.

B. Notification of Subrecipient Selection

Written notification of subrecipient selection is provided to each entity submitting an RFP. Within one (1) working day following the WDB meeting at which funding decisions are made, staff will advise by email any offeror not present or represented at that meeting of the WDB's decision. (NOTE: Staff will retain a log indicating the time of the email and the representative contacted.)

C. Appeal Procedures

Subrecipient, potential subrecipient, or any entity adversely affected in the selection of the subrecipient may file a complaint. The following is the level to which these entities have the opportunity to make an appeal of the subrecipient selection process and the steps involved:

Rivers East Workforce Development Board/Workforce Development Consortium

1. The subrecipient, potential subrecipient, or any entity adversely affected in the subrecipient selection process may file a formal complaint with the Rivers East Workforce Development Board.
2. The written complaint must specifically state the decision, the basis for the complaint, and the remedy sought by the complaint. All matters not raised in the complaint will be deemed waived.
3. The written complaint must be made to the Rivers East Workforce Development Director.
4. Within three (3) working days following telephone notification, the bidder must advise the Workforce Development Director of intent to appeal. This notification may be oral or written and shall be recorded by staff.
5. Within five (5) working days following telephone notification, the bidder must provide the Workforce Development Director with a written appeal.
6. Within fifteen (15) days following receipt of the written appeal, the Rivers East Workforce Development Director, on behalf of the WDB, may call a hearing at which time the Chairperson may take oral or written evidence and may entertain oral or written argument. Any entity that could be affected by the complaint shall be notified and permitted the opportunity to present or submit evidence. [NOTE: Only those appeals which were declared by Step 4 and which document procedural irregularities (see "NOTE" below) will be considered].
7. Within thirty (30) days following receipt of the written appeal, the impartial review panel will meet to review the written appeal, WDB/Committee's response, any substantiating documents, and to hear testimony.
8. The determination and basis for the determination shall be rendered in writing within sixty (60) days following receipt of the written appeal to the complainant and any affected party. A copy of the determination shall also be provided to Rivers East Workforce Development Director and Rivers East Workforce Investment Consortium Chairperson.
9. If the bidder is still aggrieved following this action on the appeal or if the WDB/Consortium exercises the right to refuse to consider an appeal which in its opinion does not identify specific procedural shortcomings, the bidder will be notified of their right and may appeal to the Governor (DWS). Such appeal must be made within ten (10) days following the notification of the decision.

NOTE: These appeal procedures are established to provide recourse for bidders who think that their proposal did not receive proper consideration. Bidders entering an appeal should be prepared to **document** specific factors (e.g., conflict of interest, nepotism, etc.), which put the aggrieved bidder at a competitive disadvantage and/or document violation of specific sections(s) of the Act or Regulations. Bidders should not appeal **simply** because they believe their program to be superior to one selected. The Rivers East Workforce Development Board reserves the right to refuse to consider any appeal that does not identify specific procedural shortcomings.

Section 2- Requirements

2-1 One Stop Operator Eligibility Requirements:

Which organizations are eligible to apply as a One Stop Operator?

Under WIOA Law, the WDB has been authorized to select one-stop operators, which must be designated or certified as a local one-stop provider through a competitive process. An entity or consortium of entities in the public and private sector are eligible to apply.

Eligible entities include:

- An institution of higher education
- A state employment service agency established under Wagner-Peyser
- A community-based organization
- A non-profit organization
- A private, for-profit entity
- A government agency
- Other interested organizations or entities that could include a local chamber of commerce, business organization, or labor organization.

Elementary schools or secondary schools **are not** eligible for designation as one-stop operators except non-traditional public secondary schools and area career and technical education schools.

A One-Stop operator **can** also be a service provider, but proper firewalls must be in place, as well as internal controls, to separate the functions of one-stop center oversight, monitoring, and evaluation from its role as a service provider. Any not-for-profit entity interested in being selected as a one-stop operator **MUST** have been incorporated for at least two years (as evidenced by a letter from the appropriate governing body certifying incorporation) **AND** be designated as a 501c-3 tax-exempt organization by the Internal Revenue Service. Any for-profit entity interested in being selected as a one-stop operator **MUST** have been incorporated at least two (2) years, **AND** applicants must provide an Original Certificate of Insurance by the time of the award announcement.

2-2 Mandatory Partners

The one-stop delivery system includes six core programs:

1. WIOA Title I Adult Program
2. WIOA Title I Dislocated Worker Program (DW)
3. WIOA Title I Youth Program
4. WIOA Title II Adult Education and Literacy Programs
5. WIOA Title III Wagner-Peyser Program (WP)
6. WIOA Title IV Vocational Rehabilitation Program (VR)

In addition to the six core programs, required partners also include:

- Senior Community Service Employment Program - Title V of the Older American Act
- Job Counseling, training, and placement services for Veterans
- Career and Technical Education programs at the post-secondary level (Perkins Career and Technical Education Act of 2006)

- Trade Adjustment Assistance Programs (TAA)
- Employment and Training Activities under –
 - Community Services Block Grant
 - Department of Housing and Urban Development
- Unemployment Compensation Programs
- Authorized programs under section 212 of the Second Chance Act of 2007
- Programs authorized under the Social Security Act
- TANF (unless the NC Governor determines they do not need to be a partner)

2-3 Management Systems & Staffing

According to Training and Employment Guidance Letter (TEGL) 04-15 and the North Carolina Department of Commerce, One-Stop Centers must operate with integrated management systems and high-quality staffing by:

- Developing and facilitating an integrated and co-located one-stop center through the established WIOA core partnerships and local partnerships to provide seamless service delivery.
 - Organizing and integrating services by function (not program) to include the establishment of efficient staff communication and the development of functional teams (i.e. Welcome team, Skills team, Employment team).
 - Developing and maintaining integrated case management systems through proper use of NCWorks Online.
 - Developing and implementing operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expand service offerings.
 - Using common performance indicators to meet local and state measures through accurate reporting in NCWorks Online.
 - Training and equipping all one-stop center staff on a continuous basis.
 - Staffing the center with highly trained career counselors that are skilled and knowledgeable about the local labor market, training opportunities, skill development, local resources, and NCWorks online usage.
- A. Functional Leadership: In the Rivers East NCWorks Career Center integrated model, functional supervision will play a key role within the operations. To implement this supervisory approach, each full-service NCWorks Career Center will have a Functional Leader (Center Manager) who is directly responsible for day-to-day operational activities. The Functional Leader will make operational decisions concerning customer flow, deploy staff as necessary to manage the customer flow, and be responsible for the overall quality and effectiveness of the center. The functional supervision model recognizes that the Adult and Dislocated Worker service provider organization is considered the employer of record and has internal human resource functions that must be managed within their organization. Such functions would include final hiring and firing decisions, benefits administration, and time and attendance reporting. *However, it should be noted that even in these critical human resource areas, the Functional Leader will have input and the opportunity to influence decisions.*
- B. Team-Based Staff Deployment: In the Rivers East NCWorks Career Center integrated model, staff will be deployed in functional teams that work together to meet the needs of job seeker

and employer customers. The specific functional teams that will operate in each NCWorks Career Center at a minimum will include the Welcome Team, the Skills Team, and the Employment Team. The WDB requires the service provider through its Request for Proposals to staff these functional teams with high energy professional staff who can deliver high quality services to customers and who also have the ability to determine the need for supportive services for employment and training, assessing availability, suitability, and identifying resources to meet those needs.

Staffing will be assigned in functional teams (cross-training should occur):

- The Welcome Team – the Welcome team greets visitors, conducts initial assessments, completes NCWorks enrollment activities, and makes referral decisions based on information obtained in the process. Enters all required and pertinent data elements into the NCWorks system.
- The Skills Team – the Skills Team works with job seeker customers on a variety of skill development issues including basic skills, technology skills, soft skills, occupational-specific skills, On-the-Job Training, pre-apprenticeship, and others. Enters all required and pertinent data elements into the NCWorks system.
- The Employment Team – the Employment Team works with job seeker customers on a variety of job searching activities, including resume development, interview preparation, job referrals, and others. Enters all required and pertinent data elements into the NCWorks system.

Note: Depending on Center size and staffing levels, any staff may, at the Center Manager's direction, perform duties in all three functions. (Welcome Team, Skills Team, and the Employment Team)

2-4 Service Provision Requirements

At a minimum, the one-stop operator must ensure that services are provided to WIOA targeted populations to include:

- low wage workers and low skill workers
- Veterans
- homeless
- individuals with barriers to employment
- difficult to reach populations
- TANF population
- linguistically and culturally diverse populations
- disadvantaged or disabled populations
- unemployed/underemployed
- dislocated Workers.

According to TEGl 04-15, one-stop center operators should provide excellent customer service to job seekers, workers, and businesses by:

- Providing a welcoming environment to all customer groups served by the one-stop centers.

- Developing, offering, and delivering quality business services.
- Improving the skills of job seekers and working customers.
- Creating opportunities for all skill levels by providing customers, including those with disabilities, as much timely Labor Market Information and as many choices related to education and training opportunities as possible.
- Providing Career Services that motivate, support, and empower customers.
- Valuing skill development by assessing and improving each individual’s basic, occupational and employability skills.

Based on the guidelines outlined in TEGl 04-15 and by the Department of Commerce, one-stop centers should reflect innovative and effective service design by:

- Using Integrated Service Delivery to create an efficient intake process for all one-stop center customers.
- Designing and implementing practices that actively engage industry sectors to include economic and labor market information, sector strategies, career pathways, registered apprenticeships, and competency models to help drive skill-based initiatives.
- Balancing traditional labor exchange services with strategic talent development within a regional economy.
- Ensuring meaningful access and accommodations to all customers including those with disabilities and those with limited English proficiency.
- Including both virtual and center-based service delivery for job seekers, workers, and employers through NCWorks Online.
- Incorporating innovative and evidence-based delivery models that improve the integration of education and training, create career pathways, encourage work-based learning opportunities, and use technology to promote college and career success.

2-5 Establishing a One-Stop Delivery System:

A. General Requirements

A qualified one-stop operator will have a plan in place to establish an effective one-stop delivery system in the county it seeks to serve. An effective one-stop delivery system must provide one-stop career center customers with career services, access to training services and employment and training activities, and provide access to the data, information, and analysis of all job search, placement, recruitment and other labor exchange services under Wagner-Peyser by keeping proper records in NCWorks Online.

In addition to the state NCWorks brand, a one-stop delivery system should have its own unique identifier for products, programs, activities, services, facilities, and related property and materials.

B. Access, Direct Linkage, and Affiliated One-Stop Sites

At a minimum, an effective one-stop operator will make each of the programs, services, and activities listed under the “Service Provisions” section of this RFP available through the one-stop delivery system. Partner program services can be made available in three ways:

1. A one-stop partner program staff member can be physically present at the one-stop center.

2. A one-stop partner program can have a staff member from a different partner program, physically present at the one-stop center that is appropriately trained to provide information to customers about the programs, services, and activities available through their program.
3. Or the one-stop operator and the one-stop partner can make a direct linkage available through technology, so that program staff can provide meaningful information or services to one-stop career center patrons without being physically present.

The one-stop delivery system may also provide partner programs, services, and activities through affiliated sites or through a network of eligible one-stop partners that provide at least one or more of the programs, services, and activities at a physical location or through an electronically or technologically linked access point, such as a library. Specialized centers that address a specific population may also exist (i.e. a youth career center). Programs, services, and activities must be accessible to individuals through electronic means in a manner that improves efficiency, coordination, and quality in the delivery of one-stop partner services.

C. Data Entry

NCWorks Online serves as the database system for recording all WIOA Title I and Title III services. Although each agency providing services within the one-stop center will be held responsible for properly recording WIOA Title I and Title III services, it is the Local Area's expectation that the one-stop center will promote proper data collection within NCWorks Online through its oversight of integrated service delivery.

2-6 **Monitoring and Performance:**

A. Local Area Monitoring

WDB one-stop career centers will be monitored at least once per program year. A program year begins July 1st and ends on June 30th. Monitoring will take place in the following areas:

- Integrated Service Delivery (ISD)
- Local Partnerships
- Performance Measures, including services to employers
- Service Quality/Customer Satisfaction (to both jobseeker and business customers)
- NCWorks Online Usage
- Equal Opportunity

B. Reporting Requirements

Each one-stop operator selected by the WDB should expect to submit reports to the local area on a monthly basis.

Board Meetings – WDB staff will require each one-stop operator to submit reports on a bi-monthly basis for review by WDB members. These reports will require operators to collect data from NCWorks Online and their own records, to demonstrate that the center is aligned with the vision of WIOA One-Stop Centers, is meeting performance measures, and is adequately serving the local population. One-stop operators may be expected to present this information at the bi-monthly board meetings.

Other Reports –The WDB may require additional reporting information to meet the needs of the local area administrative entity, county commissioners and other political offices, the NC Department of Commerce, and the US Departments of Labor and Education.

C. **Performance Measures**

One-Stop Centers should play an active role in positively contributing to the performance measures for all WIOA program participants to include: WIOA Title I Adult, Dislocated Worker, and Youth Programs, Wagner Peyser Program, Adult Education and Literacy Program, and Vocational Rehabilitation Programs.

WDB Federal Performance measures definitions as it pertains to WIOA for PY 2025 and 2026 are as follows:

- **Employment Rate (2nd Quarter)** % of participants should obtain employment by the 2nd quarter after program exit.
- **Employment Rate (4th Quarter)** % of participants should obtain employment by the 4th quarter after program exit.
- **Median Earnings (2nd Quarter)** the median earnings for those who obtained employment the second quarter after exit
- **Credential Attainment** % of participants in a training program (secondary, post-secondary, or equivalent) will obtain a credential during the program year, or within one year after exit.
- **Measurable Skills Gains** (TEGL 10-16) – a percentage (of participants who, during a program year, are in education or training programs that lead to recognized post-secondary credential or employment and who are achieving measurable skills gains, defined as documented academic, technical, occupation, or other forms of progress, towards such a credential or employment.
- **Effectiveness in Serving Employers** (TEGL 10-16) **Two of the three** measures we will be measured:
 - **Retention** – percentage of participants who exit and are employed with the same employer in both the 2nd and 4th quarters after exit.
 - **Repeat Business Customers** – percentage of repeat employers using services within the last 3 years.
 - **Employer Penetration Rate** – percentage of employers using services out of all of the employers in the state.

	Title I – Programs					
	Adult		Dislocated Worker		Youth	
	PY 2025	PY 2026*	PY 2025	PY 2026*	PY 2025	PY 2026*
Employment (Second Quarter after Exit)	79%	79%	74.5%	74.5%	72.1%	72.1%
Employment (Fourth Quarter after Exit)	80.5%	80.5%	73.5%	73.5%	72%	72%
Median Earnings (Second Quarter after Exit)	\$7,924	\$7,924	\$7,905	\$7,905	\$4,092	\$4,092

Credential Attainment Rate	59.5%	59.5%	65.6%	65.6%	50.5%	50.5%
Measurable Skill Gains	59.8%	59.8%	68%	68%	50.2%	50.2%

	Title III - Program	
	Wagner-Peyser	
	PY 2025	PY 2026*
Employment (Second Quarter after Exit)	72.5%	72.5%
Employment (Fourth Quarter after Exit)	72.5%	72.5%
Median Earnings (Second Quarter after Exit)	\$6,317	\$6,317

*The WDB Performance Measures for PY 2026 or PY 2027 have not yet been negotiated, however, the Local Area expectation is that these measures will either remain the same or become a bit more stringent. In addition, the Board sets Performance Measures by Center for each PY from NCWorks services.

This NCWorks system is customer-focused, helps individuals access the tools they need to manage their career through information and high quality services, and connects businesses with skilled workers. A wide range of employment and training services are delivered in the NCWorks Career Centers including but not limited to determining eligibility, enrolling clients into WIOA career and training services, assisting with job search, identifying ways to assist with skill development, work based learning including OJT and Work Experience, classroom training and maintaining required documentation.

A. Type of Services to be Offered:

Staff will deliver Wagner-Peyser and WIOA workforce development services and training to both job seekers and employer customers under the Integrated Services Delivery System. Program services must be provided through the Center to eligible and suitable individuals at a minimum, and include the following: outreach; initial and comprehensive assessments; eligibility determination; enrollment; documentation; career counseling; skill development through an appropriate mix of classroom training, on-the-job training, subsidized work experience, job placement (Wagner-Peyser and Title I), internships, apprenticeships, other services as appropriate; referral for additional services; support services; and post program/employment follow-up services. WIOA does not mandate a customer flow, however, a successful provider will be able to creatively and effectively manage the customer flow and provide a successful customer experience.

1. Career Services are universally accessible to all interested parties and provides services which customers can access on their own to assist them in obtaining employment. Individuals are not registered for WIOA when received “self-service” core services but will require registration if they receive core services that are not primarily informational and must be staff assisted. Career Services may provide more intensive, case management-centered services, which offer a broad array of more in-depth staff-assisted services.
2. Training services provide occupational skills training through a variety of mechanisms including but not limited to Individual Training for classroom training and work-based learning.

2-7 Locations

The WDB, in partnership with the workforce development agencies, has one full-time comprehensive Center located in Pitt County. We maintain four satellite locations, one each in Beaufort, Bertie, Hertford and Martin counties. Satellite locations in Beaufort, Hertford, and Martin counties are open to the general public two days each week, other times by appointment. Bertie county is open one day a week.

Each Center is 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 all counties/locations served by the Local Area to which you are applying.

Comprehensive NCWorks Career Center

Pitt County NCWorks

3101 Bismarck Street, Greenville, NC 27834
 Contact: Chanda Speller, Manager
 Phone: 252.355.9067

Satellite Locations

Beaufort County NCWorks

1502 N. Market Street, Washington, NC 27889
 Contact: Greg Smith, Assistant Manager
 Phone: 252-940-0900

Hertford County NCWorks

Housed on Roanoke Chowan CC Campus
 109 Community College Road, Ahoskie, NC 27910
 Contact: Shamioka Carey, Assistant Manager
 Phone: 252.862.1291

Bertie County NCWorks

Housed on Martin CC-Bertie Campus
 409 West Granville Street, Windsor, NC 27983
 Contact: Shamioka Carey, Assistant Manager
 Phone: 252.794.4861

Martin County NCWorks

Housed on the Martin CC Campus
 1161 Kehukee Park Rd, Williamston, NC 27892
 Contact: Shamioka Carey, Assistant Manager
 Phone: 252.792.7816

3- PROPOSAL FORMAT AND REQUIRED FORMS

Proposals should include all items listed below, in the order shown. The following forms should be completed with all information requested and executed properly. Proposals must be clear and in the order in which they appear in accordance with the guidelines below. Omissions, inaccurate submissions, or out-of-order responses may result in a section being deemed incomplete or non-responsive and a low

rating during the review process. Proposals that fail to include all applicable forms and information will not be considered.

3-1 Submittal of Proposals

Proposals must be emailed to malaw528@gmail.com with the RE: of Rivers East NC WIOA A-DW Service Provider Proposal Section __ and will not be accepted after 4:30 PM EDST on April 23, 2026. Bidders will receive an email notification after each file is uploaded as proof of receipt. If you have problems emailing the proposal contact MaryAnn Lawrence at 317-946-7916 by text or phone call. There should be 5 emails per proposal representing the sections identified below. The last part of the email RE should include what section the email represents.

Proposals should be sent as grouped below labeled with the bidders name first, then the section and letter as listed below:

Section A - WIOA response package cover sheet and narrative

Section B - Budgets

Section C- Program and Financial Management Section including financials, audit, and Federal ID number

Section D - Assurances and Certifications

Section E - Job Descriptions, Resumes, agency grievance procedures, bond coverage, org chart, charter and bylaws, cost allocation plan

3-2 Response Package Cover Sheet

RIVERS EAST WORKFORCE INVESTMENT CONSORTIUM

(All bidders must complete)

NAME OF ORGANIZATION: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

FEDERAL TAX I.D. NUMBER: _____

Check the box that most appropriately describes your organization:

Unit of local government Private Nonprofit For Profit Other: _____

This proposal includes providing One Stop services in the following counties:

(Check all that apply)

Beaufort Bertie Hertford Martin Pitt

TOTAL WIOA PROGRAM FUNDS REQUESTED: _____

Are funds from other funding sources being requested in order to implement this proposed program?

Yes No

If the answer to the above question is yes, complete the following information to indicate sources, amounts, and expected dates of funding approval. Provide an explanation of how the other funding source will be used in the WIOA Program.

Other Expected Funding Sources	Expected Amount	Expected Date of Approval
TOTAL OTHER FUNDS EXPECTED		

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 therefrom on behalf of the entity submitting the proposal. This PROPOSAL or OFFER is firm for a period of at least ninety (90) days from the closing date for submission, which is April 23, 2026, at 4:30 p.m.

This Response Package Cover Sheet has the following PARTS attached. The signatory official must initial on the line beside each item listed verifying it is attached:

- 1) _____ PROGRAM PROPOSAL NARRATIVE
- 2) _____ BUDGET SUMMARY AND BUDGET DETAIL
- 3) _____ PROGRAM AND FINANCIAL MANAGEMENT
- 4) _____ EQUAL OPPORTUNITY NON-DISCRIMINATION
- 5) _____ LOCAL AREA CODE OF CONDUCT/CONFLICT OF INTEREST
- 6) _____ LOCAL AREA GENERAL ASSURANCES & CERTIFICATION FORM
- 7) _____ CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
- 8) _____ STATEMENT OF COMPLIANCE FORM
- 9) _____ DRUG FREE CERTIFICATION
- 10) _____ ASSURANCES NON-CONSTRUCTION PROGRAMS
- 11) _____ COPELAND ACT CERTIFICATION
- 12) _____ IRAN DIVESTMENT ACT OF 2015
- 13) _____ JOB DESCRIPTION (S)
- 14) _____ FEDERAL ID NUMBER
- 15) _____ FINANCIAL STATEMENT AND COPY OF LAST AUDIT
- 16) _____ AGENCY GRIEVANCE PROCEDURES
- 17) _____ COPY OF BOND COVERAGE (or explanation of planned coverage if an award is made)
- 18) _____ CURRENT ORGANIZATIONAL CHART
- 19) _____ CHARTER AND BYLAWS OF ORGANIZATION & LIST OF CURRENT BOARD MEMBERS
- 20) _____ COST ALLOCATION PLAN (if applicable, provide a copy of the agency Indirect Cost Plan)

Signature of Signatory Official

Date

Printed Name of Signatory Official

Job Title

Notary Name

My Commission Expires: _____

Date

Affix Notary Seal

PROGRAM PROPOSAL NARRATIVE - RESPONSE SECTION

(All bidders must complete this section)

The proposal narrative allows the proposer to provide a detail description of the services proposed and provides the opportunity for the proposer to describe in detail how the WIOA activity will be developed and maintained. It is assumed the Bidder has a working knowledge of the Workforce Innovation and Opportunity Act (WIOA). When address each area, do not quote WIOA law and/or corresponding regulations. The WDB is expecting a plan outlining your plans for providing services to customers in the NCWorks Career Center.

RESPONSES ARE TO BE INSERTED AFTER EACH QUESTION

1. Provide a concise description of your organization including mission and vision statements. Describe the relevant experience of the organization within the past three years in providing comparable services as described in this RFP. Briefly summarize how the proposed services fit the mission of the organization.
2. Describe resources your organization brings to the workforce system that will assist with coordination and delivery of services and how the organization as a whole will support the work of the staff and programs.
3. Describe the staff and/or personnel that will be involved in the project, including relevant experience with NCWorks Career Centers or other workforce development agencies.
4. Describe your plan and approach on the implementation and continuous improvement of Integrated Service Delivery and how it will benefit job seekers and employers.
5. Describe your strategies for outreach and promotion of Center services and events. Include how you will boost public awareness and engage those populations that may be harder to reach.
6. Describe your strategies for, and experience with, engaging business and industry in your program. Identify the volume of businesses served, nature of engagement, types of roles and repeat customers. Explain how employers are involved with your organization as a whole and specifically with program delivery, including career exploration, employment and retention.
7. Provide a list of all required one-stop partners and any other partners you plan to have affiliated with your Center. Include the company/agency name, services they will provide, and if they will be physically located in the Center. If they will not be physically located in the Center, explain how you will provide access or direct linkage to the partner's program services.
8. Describe how career pathways will be utilized with customers. Highlight the diverse types of training and career readiness that will be offered to Center customers and how staff will utilize career pathways in career advising.
9. Summarize continuous improvement procedures that will be used to obtain feedback from participants, employers, and other appropriate parties of the responsiveness and effectiveness of the services provided.
10. Describe the strategies you will use to motivate, support and empower positive participation to keep job seekers and employers actively engaged.

11. Describe how your organization will work in conjunction with the Local Area Business Services staff member, the NCWorks Center Manager and Assistant Managers, and the WIOA Title I staff to ensure a mix of large, medium, and small sized companies are receiving appropriate services.

12. Provide a proposed annual cost to fulfill all of the requirements of this proposal. Provide a detailed line-item budget. Describe any in-kind contributions to the program. Specify the estimated dollar amount.

PROGRAM AND FINANCIAL MANAGEMENT

(All bidders must complete)

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

A. Internal Program Management

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

1. Compliance with the provisions of the Workforce Innovation and Opportunity Act (P. L. 105-220) and regulations or any applicable federal or state regulations.
2. Compliance with the provisions of the contract.
3. Compliance with all applicable State and WDB policies; and
4. Compliance with WIOA regulations regarding records maintenance and NCWorks data entry. The internal program management 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 the WDB, 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. The WDB will require that WIOA subrecipients adhere to the established monitoring procedures for ensuring program compliance with federal regulations.

Indicate how internal program management will be accomplished by your agency:

Identify the staff person(s) responsible for internal program management, compliance monitoring and performance reviews.

Staff Assigned	Job Title	Phone Number and E-Mail
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B. Monitoring Procedures

The WDB has developed a systematic monitoring system for evaluating 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, WDB policies, WIOA regulations, and WDB requirements. The WDB 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. Subrecipients must cooperate with any monitoring, inspection, audit or investigation of activities related to WIOA contracts. These activities may be conducted by the North Carolina Division of Workforce Solutions, State of North Carolina, the U.S. Department of Labor, the WDB, and/or their designated representatives. This cooperation includes

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. Each subrecipient receives a written monitoring report within thirty (30) working days following the monitoring visit. A management action plan, including corrective actions, explaining how the monitor's recommendations will be implemented must be submitted by the subrecipient to the Local Area ten working days after receipt of the report.

C. Technical Assistance for Continuous Improvement

Technical Assistance will be provided to all subrecipients to ensure compliance with LA program expectations. Results of schedule, on-site technical assistance visits will be documented. Subrecipients are expected to participate in technical assistance, training and monitoring sessions scheduled by the WDB staff to ensure coordination and continuous improvement.

D. Records Retention

The following records and documents must be maintained for WIOA participants and employees. The proposed subrecipient agrees to make these records available for monitoring and review by the WDB and agrees to retain these records, subject to audit, for three years from completion of services.

Release of responsibility to retain records after the six (6) year period will not be authorized until final resolution of all audit findings. In the event the subrecipient goes out of business or ceases to be an organization prior to the expiration of records retention responsibility, the subrecipient will deliver all records required to be retained hereunder to the WDB. 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. All Participant records including data forms, verification/documentation items, assessment tests and results and the Employment Plan; and
9. Monthly Participant and Financial Reports and Monthly Program Performance reports.
10. Any other financial records requested by the WDB.

E. Internal Financial Management

The Subrecipient agrees to conduct internal financial reviews of the following major areas:

- 1) Compliance with the provisions of the Workforce Innovation and Opportunity Act and its regulations.
- 2) Compliance with the provisions of the WIOA Contract.
- 3) Compliance with the applicable State and WDB Policies.
- 4) Compliance with the WIOA contract regarding record maintenance.

5) Compliance with accepted financial management and accounting practices as appropriate (20 CFR Part 652).

6) 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 WDB, the North Carolina 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 policies regarding allowable costs and allocations of costs to proper cost categories. The subrecipient shall document all internal financial compliance reviews.

List the name and title of the person(s) responsible for maintaining financial records, monitoring fiscal activities for contractual compliance and assisting monitors/auditors during on-site visits.

Staff Assigned	Job Title	Phone Number and E-Mail
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Staff Assigned	Job Title	Phone Number and E-Mail
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F. Invoicing, Reporting and Subrecipient Closeout

The WDB will reimburse the subrecipient for total allowable costs incurred as agreed upon between the WDB and the WIOA subrecipient. The subrecipient will submit a Monthly Invoice and Financial Statement form (invoice) for reimbursement of incurred allowable costs. The invoice must be submitted to the WDB within time frames established by the WDB with the following payment schedule: for payment on the 30th/31st, invoices must be received by close of business on the 10th of each month.

In order to assure that the WDB reimbursements are used in accordance with the provisions of the contract, the subrecipient shall: (a) use such fiscal, audit, and accounting procedures as may be necessary to assure proper accounting for reimbursements received; and (b) provide the WDB 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 subrecipient invoices and other reports must contain information required by the WDB. The final contract closeout report must be furnished to the WDB within Thirty (30) days after the ending date of the contract.

G. Submission of Most Recent Audit

As a recipient of WIOA funds, subrecipients will comply with the audit requirements of OMB Uniform Guidance for institutions of higher education, hospitals, non-profit organizations and governmental organizations. For-Profit WIOA Subrecipients must have an annual financial and compliance audit performed as required by the WDB. The audit shall be performed by an independent Certified Public Accountant selected by methods recommended by the NC Local Government Commission.

This requirement will be met by providing WDB a copy of the annual audit. The audit should be submitted within 30 days after the completion and acceptance by the subrecipient's Board, but not later than nine months after the end of the audit period.

ATTACH a copy of the organization's most recent annual financial and compliance audit in Section 3, as referenced in Section 3-1 of this RFP.

If a copy of the most recent audit has previously been submitted, please indicate below.

Audit Firm	Audit Period	Date Submitted to WDB
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For private organizations, have an independent CPA complete the certification below. For governmental agencies, the signature must be that of the financial officer.

CERTIFICATION OF ACCOUNTING SYSTEMS	
I certify that _____ has an established accounting system with internal controls adequate to safeguard assets, check the accuracy and reliability of the accounting data, promote operating efficiency, and permit compliance with the Local Area requirements. I further certify that the information provided with the balance sheet and CPA's report is accurate and true.	
Signature:	_____
Printed Name and Title:	_____
Firm/Agency:	_____
Date:	_____

H. Fundraising Activities

Fundraising Activities must be documented and funds tracked through a separate account and reported to the Local Area monthly. Expenditures and documentation must be maintained and available during on-site monitoring visits.

I. 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 Subrecipient must maintain all bonding in force for the period of the contractual agreement. The proposed subrecipient must submit a written notice to the WDB within fifteen (15) calendar days prior to any reduction in the limits stated on the bonding document.

Similarly, the subrecipient must provide written notice of any cancellation of the bonding policy to the WDB immediately upon receipt of the cancellation notices. The bond coverage limit shall be for the total contracted amount or \$50,000.00, whichever is less.

J. Requirements for Depository Accounts Holding WIOA Funds

Attach a copy of the current bonding document, issued by the vendor's insurance company, clearly indicating the staff/job titles covered.

Provide the name of the depository with whom the proposed program funds will be deposited.

Name and Address of Depository

Will the depository account for WIOA funds be an interest bearing account? Yes No

The subrecipient must assure the U.S. Treasury restrictions on excess cash will be observed and that interest will be properly tracked and used for WIOA operations as program income.

K. Program Income Requirements

The subrecipient assures that it will comply with the addition method, described at 29 CFR 95.24 or 29 CFR 97.25 (g)(2), as appropriate, for all program income earned under the WIOA.

Indicate how program income will be tracked by the subrecipient and recorded on financial reports to the WDB:

L. Property Management Requirements

The subrecipient 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 WDB 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 WDB, **prior to the purchase**. The WDB will maintain a fixed-asset listing to be verified for physical location and serviceability at your agency at least annually.

1. Any purchases made for \$5,000 or more with WIOA funds must be approved by the WDB and the State. The State will monitor the inventory of all items purchased or leased with a value of \$5,000 or more.

2. The subrecipient agrees not to dispose of or transfer any non-expendable property purchased with WIOA funds that 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 WDB. 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.

3. The subrecipient 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 subrecipient to the WDB with the contract closeout document.

4. In the event property purchased with WIOA funds is stolen or destroyed by criminal act, the subrecipient will notify appropriate law enforcement officials immediately. The WDB 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 WDB.

5. The subrecipient agrees to pay for or replace any property purchased with WIOA funds that is lost, damaged or destroyed. Funds may not be used to pay for, or replace, the missing property.

Identify the staff specifically assigned to maintain property inventory records and serve as a liaison with the WDB Director (or designee) regarding matters of non-expendable property, inventory and accountability.

Staff Assigned	Job Title	Phone Number and E-Mail
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M. Accident Insurance

The subrecipient shall provide adequate on-site accident insurance for all enrollees not covered by the North Carolina Workers' Compensation law. This coverage shall not include income maintenance. Contributions to a self-insurance plan, to the extent that they are comparable in cost and extent of coverage had insurance been purchased, are allowable upon prior approval by the State (NC Division of Workforce Solutions), through the WDB. Requests for such approval are to be submitted in writing to the WDB.

N. General Liability Insurance

General public liability insurance coverage in the amount of \$500,000 single limit coverage is required of all WIOA subrecipients except where a lesser amount maybe agreed to by the Consortium.

NOTE: Subrecipients that are state agencies or political subdivisions of the State of North Carolina are exempt from the public liability insurance requirement referenced above.

Provide information about your organization's General Liability Insurance Carrier as specified below:

Name and Address of Liability Insurance Carrier _____

Policy #: _____ Amount: _____

O. Automobile Insurance

Subrecipients using motor vehicles in conducting program activities shall provide automobile insurance that clearly specifies that the Rivers East Workforce Investment Consortium, Rivers East Workforce Development Board, and/or staff are held harmless against claims arising from ownership, maintenance, or use of said vehicle. The WDB requires a minimum coverage of \$100,000 per person and \$300,000 per accident for bodily injury and \$25,000 per accident for property damage.

JOB DESCRIPTION – WORKFORCE INNOVATION AND OPPORTUNITY ACT

Proposer/Subrecipient: _____

Job Title: _____

Complete a separate job description for each position that will provide WIOA services under the terms of this agreement, whether funded in full, in part, or not at all, with WIOA funds from this program. The job title used above should agree with the job title used in the Budget Summary Worksheet. The time allotted to WIOA services should agree with the percentage of time in the Budget Summary Worksheet.

1. Describe actual job duties or tasks to be performed in relation to the above named WIOA program and job title:

2. Minimum education and experience qualifications required of the person to perform the above job duties:

3. This person will devote time to this WIOA program as follows:

- a. _____ hours per day, (**maximum of 8 hours**).
- b. _____ hours per week (**maximum of 40 hours**).

4. This person will normally devote a total of _____ hours per week to all programs (including both WIOA and non-WIOA). **Maximum of 40 hours.**

5. This person will devote _____% of his/her time to this WIOA program on a weekly basis. *This % should agree with the % used on the Budget Summary Worksheet.*

Attach staff resumes that include the following: educational level, work experience, and special training. If the subrecipient's staff is not employed when this proposal is due to the Local Area, the subrecipient will be required to submit the staff's resume to the Local Area Staff within 2 weeks after the hire date. If transition in staffing occurs, the provider is required to provide the Local Area staff resumes no later than 30 days after hire.

Workforce Development Board Code of Conduct

NO WORKFORCE DEVELOPMENT BOARD MEMBER, PROGRAM SUBRECIPIENT STAFF, OR BOARD STAFF SHALL:

- a. Accept any financial benefit, direct or indirect, from any source other than their employing agency as a result of their performance of official duties under Workforce Innovation and Opportunity Act activities.
- b. Accept any position, whether compensated or uncompensated, which will impair independence of judgment in the exercise of official duties.
- c. Accept any position or engage in any business which will require the disclosure of confidential information gained by reason of official position.
- d. Disclose confidential information acquired during the performance of official duties or use such information to further personal gain.
- e. Use or attempt to use official position to secure personal privileges or exemptions or which would give the appearance of such.
- f. By conduct, writing, or other communication, give a reasonable person the impression that official duties may be improperly influenced.
- g. Violate any Board conflict of interest, statute, or law.
- h. Take part in any political activities in violation of the federal Hatch Act.
- i. Take part in any religious or anti-religious activity in the discharge of official responsibilities.
- j. Promote or oppose unionization in the discharge of official duties.
- k. Participate in any effort to violate any other applicable federal, state, and local laws and regulations.
- l. Conflict of Interest. It shall be a breach of ethical standards for any Workforce Development Board Member, Program Subrecipient Staff or Board Staff Member to participate directly or indirectly in a procurement when the employee knows that:
 - (1) the Board Member, Program Subrecipient Staff or Board Staff Member or any member of their immediate family has a financial interest pertaining to the procurement.
 - (2) a business or organization in which the Board Member, Program Subrecipient Staff, or Board Staff Member or any Member of their immediate family has a financial interest pertaining to the procurement; or
 - (3) any other person, business, or organization with whom the Board Member, Program Subrecipient Staff or Board Staff member or any member of their immediate family is negotiating or has any arrangement concerning prospective employment is involved in the procurement

- m. Discovery of Actual or Potential Conflict of Interest. Upon discovery of an actual or potential conflict of interest, the Board Member, Program Subrecipient Staff Member or Board Staff Member shall immediately notify their supervisor and withdraw from further participation in the transaction involved. Further, should a Board Member, Program Subrecipient Staff Member or Board Staff Member reasonably believe an undisclosed conflict or potential conflict exists for another staff Member, it is the duty and obligation of that person to make the matter known immediately to their supervisor, the Workforce Development Board Director, or other appropriate official.

Violations of any provision of this Code of Conduct by Board Members, Program Subrecipient Staff Members, or Board Staff Members may be cause for immediate dismissal. All are subject to any penalties, sanctions, or other disciplinary measures set forth in applicable federal, state, or local laws.

By my signature below, I acknowledge that I have received a copy of this Code of Conduct, have reviewed the same, and understand the provisions contained therein.

Printed Name of Signatory Official

Title

Signature of Signatory Official

Date

LOCAL AREA GENERAL ASSURANCES AND CERTIFICATION

- A. The Program Applicant (hereinafter referred to as the “Subrecipient”) assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act and its regulations, the WIOA Local Area Plan approved by the Rivers East Local Workforce Investment Consortium, the Chief Elected Official for the Workforce Investment Consortium, and the North Carolina Division of Workforce Solutions.
- B. The Subrecipient assures that it will administer its services under the WIOA in full compliance with safeguards against fraud and abuse as set forth in WIOA and the WIOA regulations; that no portion of its WIOA service will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, or political affiliation or belief; that it will target employment and training services to those most in need of them.
- C. The Subrecipient assures that it will administer its services funded under the WIOA in accordance with these provisions: (1) a trainee will receive no payments for training activities in which the trainee fails to participate without good cause; (2) on-the-job training participants will be compensated by the employer at the same rate, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 of the applicable State Minimum Wage Law; and (3) participants employed in activities authorized under the Act must be paid wages which will not be less than the highest of (a) the minimum wage under Section 6(a)(1) of the Fair Labor Standards Act of 1938, (b) the minimum wage under the applicable State Minimum Wage Law, or the prevailing rates of pay for individuals employed in similar occupations by the same employer.
- D. The Subrecipient assures that it will administer its services under the WIOA in full compliance with health and safety standards established under State and Federal law and that conditions of employment and training be appropriate and reasonable in light of such factors as the type of work, geographical area and proficiency of the participant.
- E. The Subrecipient assures that all staff and participants/enrollees paid from the grant funds and employed in any service will be covered by workers compensation benefits in accordance with State law; that enrollees in WIOA work-related training will be provided accident or medical insurance to cover any injury resulting from participation in the program; and that enrollees employed in subsidized jobs will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
- F. The Subrecipient assures that no funds available under the WIOA will be used for contributions on behalf of any enrollee to retirement systems or plans; to impair existing conditions for services or collective bargaining agreements; to assist, promote, or deter union organization; and to displace any currently employed worker.
- G. The Subrecipient assures that no enrollee will be employed or fill a job opening when any other individual is on layoff from the same or substantially equivalent job, or when the employer terminates the employment of any regular employee or otherwise reduces its work force with the intention of filling vacancies so created by hiring participants subsidized under the Act; and no funds may be used to create promotional lines that infringe upon any current promotional opportunities.

- H. The Subrecipient assures compliance with all federal rules and regulations which prohibit the use of WIOA funds to lobby the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan. If lobbying has occurred utilizing other than Federal appropriated funds, the subrecipient agrees to file a disclosure report if applicable.
- I. The Subrecipient assures and certifies that it is in compliance with federal rules and regulations, Debarment and Suspension, 29 CFR Part 98 and is not presently debarred, suspended, for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal department or agency.
- J. The Subrecipient assures and certifies that the Subrecipient has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from participants/enrollees, sub-grantees, and sub subrecipients and other interested parties.
- K. The Subrecipient will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) which requires fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- L. The Subrecipient 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.
- M. The Subrecipient 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.
- N. The Subrecipient assures and certifies that it will comply with restrictions regarding conducting business with businesses on the Environmental Protection Agency's List of Violating Facilities. Contracts and subcontracts in excess of \$100,000, or circumstances where the Division of Employment and Training has determined that orders under an 'indefinite quantity financial agreement' in any year will not exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1319 I] and is listed by the Environmental Protection Agency (PA) or is not otherwise exempt, the Subrecipient assures that: (1) no facility to be utilized in the performance of the grant has been listed on the EPA List of Violating Facilities; and (2) it will notify the Rivers East Investment Consortium, prior to award of the receipt of any communication from the Director of Federal Activities, U.S.E.P.A., indicating that a facility to be utilized for a contract is under consideration to be listed on the EPA List of Violating Facilities.
- O. The Subrecipient will comply with the provisions of nepotism related to federally funded programs.
- P. The Subrecipient assures and certifies that enrollees will not be employed on the construction, operation, or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- Q. The Subrecipient assures and certifies that it, and all of its sub subrecipients, will comply with applicable provisions of the following laws as they relate to employment and training procedures:

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

R. The Subrecipient assures that funds will not be used to duplicate services available in the area.

S. The Subrecipient assures that participants will not be charged fees for job placement or referral.

T. The Subrecipient assures that funds will not be used for (1) employment generating activities, economic development activities and similar activities that are not directly related to training for eligible individuals, and (2) foreign travel.

U. The Subrecipient assures that they will abide by the Act, regulations, and applicable business licensing, taxation, and insurance requirements.

Certification

This is to certify that all specifications contained in the Rivers East Workforce Investment Consortium Statement of Work have been read, understood, and addressed in the proposal; that the required format has been followed; that all of the information contained in this packet is true and correct; that the Subrecipient organization will comply with all of the above assurances; and that this packet has been duly authorized by the governing body of the Subrecipient organization.

Printed Name of Signatory Official

Title

Signature of Signatory Official

Date

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

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

BEFORE SIGNING THIS CERTIFICATION, READ THE ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION

- (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.

Printed Name of Signatory Official

Title

Signature of Signatory Official

Date

INSTRUCTIONS FOR CERTIFICATION – LOWER TIER TRANSACTIONS

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies, including suspension and/or debarment, this transaction may be terminated.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which 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.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective 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 or proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the grantor agency.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred or proposed for debarment, suspended, or voluntarily excluded from 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. The participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. [<http://epls.arnet.gov>]
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred or proposed for debarment, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, this transaction may be terminated.

STATEMENT OF COMPLIANCE

As the authorized signatory official for _____, I hereby certify:

That the above named proposer is duly approved to submit this application requesting funding under the Workforce Innovation and Opportunity Act (WIOA); and

that the above named proposer does hereby agree to execute all work related to this application in accordance with the Workforce Innovation and Opportunity Act, the associated Code of Federal Regulations, United States Department of Labor policies, the Division of Workforce Solutions issuances, the Local Area policies, and other administrative requirements issued by the Governor of North Carolina; and that it will comply with any changes, revisions or amendments to the above named documents. This shall include changes resulting from WIOA reauthorization or passage of legislation to replace WIOA. The vendor shall notify the Local Area within 30 calendar days after issuance of any amended directives if it cannot comply with the amendments; and

that the above named 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

that the contents of this application are truthful and accurate and the above named vendor agrees to comply with the policies stated in this application; and

that the cost data contained in this application is accurate and complete; and

that this application represents a firm request subject only to mutually agreeable negotiations; and

that the above named proposer waives any right to claims against the Workforce Development Board members in their individual capacities.

Signature of Signatory Official

Date

Printed Name of Signatory Official

Job Title

Notary Name

My Commission Expires: _____

Date

Affix Notary Seal

DRUG-FREE WORKPLACE CERTIFICATION

Workplace Certification is required pursuant to Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the subrecipient may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred. Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace.
 - 2) the person’s or organization’s policy of maintaining a drug-free workplace.
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs.
 - 4) the penalties that may be imposed upon employees for drug abuse violations.
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement. I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the entity determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Agency: _____

Printed Name of Signatory Official

Title

Signature of Signatory Official

Date

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

Standard Form 424B (Rev. 7-97)

Copeland Anti-Kickback Act

Who is Covered

The Anti-Kickback section of the Copeland Act applies to all subrecipients and sub subrecipients performing on any federally funded or assisted contract for the construction, prosecution, completion or repair of any public building or public work – except contracts for which the only Federal assistance is a loan guarantee. This provision applies even where a labor standards statute does not cover the contract. The regulations pertaining to Copeland Act payroll deductions and submission of the weekly statement of compliance apply only to subrecipients and sub subrecipients performing on federally funded contracts in excess of \$2,000 and federally assisted contracts in excess of \$2,000 that are subject to Federal wage standards.

Basic Provisions/Requirements

The Anti-Kickback section of the Act precludes a subrecipient or sub subrecipient from inducing an employee, in any manner, to give up any part of his/her compensation to which he/she is entitled under his/her contract of employment. The Act and implementing regulations require a subrecipient and sub subrecipient to submit a weekly statement of the wages paid each employee performing on covered work during the preceding payroll period. The regulations also list payroll deductions that are permissible without the approval of the Secretary of Labor and those deductions that require consent of the Secretary of Labor.

Assistance Available

The Wage and Hour Division of the Employment Standards Administration enforces the provisions of the Act and implementing regulations. More detailed information, including copies of the regulatory materials may be obtained by contacting the local Wage and Hour offices.

Penalties

Any subrecipient or sub subrecipient who induces an employee working on a covered contract to give up any part of the compensation to which he/she is entitled is subject to a \$5,000 fine, or imprisonment for up to 5 years, or both. The willful falsification of the statement of compliance may subject the employer to civil or criminal prosecution and may be cause for contract termination or debarment. Subrecipients may appeal determinations on debarment to an administrative law judge. Administrative law judge decisions may be appealed to the Administrative Review Board. Final determinations on debarment may be appealed to and are enforceable through the courts. Civil and criminal sanctions are pursued through the courts.

Relation to State, Local and Other Federal Laws

The Anti-Kickback provisions apply to any contract assisted in whole or in part by loans or grants from the Federal government except those contracts where the only federal assistance is a loan guarantee. The provisions of the Act and the regulations pertaining to the weekly statement of wages and payroll deductions apply to federally assisted contracts that are subject to Federal wage standards.

Agency: _____

Printed Name of Signatory Official

Title

Signature of Signatory Official

Date

IRAN DIVESTMENT ACT CERTIFICATION

RFP Title: _____

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Printed Name of Signatory Official

Title

Signature of Signatory Official

Date

Notes to person signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that subrecipients with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must **not** utilize any sub subrecipient found on the State Treasurer’s Final Divestment List.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

3-5 Evaluation Criteria

EVALUATION CRITERIA AND SELECTION OF SUBRECIPIENTS

EVALUATION CRITERIA The criteria which will be used to evaluate proposals are listed below along with their point values.

POINT VALUE

- 50** **A. Probable Program Effectiveness-** Information to indicate a Proposer's ability to:
 - 1. Achieve the specified goals as proposed in the scope of work response package
 - 2. Describe required program elements in program design

- 25** **B. Proposer Qualifications-** Response to indicate proposer's capabilities related to:
 - 1. Experience in providing employment and training services for similar target groups
 - 2. Past performance
 - 3. Current staff job duties, education, experience, and/or job duties, required education and/or experience of additional staff

- 15** **C. Budget-** Soundness and/or reasonableness of budget in respect to:
 - 1. Staff, operating and total program cost

- 10** **D. RFP Responsiveness**
 - 1. Demonstrated an understanding of and conformance to the format of the RFP
 - 2. Provides adequate, specific, and thorough information in response to the narrative questions and responds with logic, consistency and accuracy

PROPOSAL SCORING SHEET

Proposed Subrecipient: _____

Program(s): Adult Dislocated Worker Youth Other: _____

Service Area(s) for Bid: _____

Date of Review: _____

Proposal meets general requirements: Yes No
(If no, proposal is considered non-responsive/do not continue evaluation of proposal)

	<u>Max Points</u>	<u>Points Given</u>
1. Probable Program Effectiveness	<u>50</u>	_____
2. Proposer Qualifications	<u>25</u>	_____
3. Budget	<u>15</u>	_____
4. RFP Responsiveness	<u>10</u>	_____
Grand Total	<u>100</u>	_____

Reviewer: _____