

**Mid-Carolina Workforce Development Board**

**Workforce Innovation and Opportunity Act  
Title I Adult, Dislocated Workers, and Young Adult Program Services  
One Stop Operations**

**Contract Period: January 1, 2023 – June 30, 2024**

**Serving the North Carolina Counties of:  
Cumberland, Harnett, and Sampson**

**Date of Issue: July 20, 2022**

**Due Date of Proposals: September 20, 2022 by 4 PM (EST)**

**Direct all inquiries concerning this RFP to:**

Peggy Aazam

Email: [paazam@mccog.org](mailto:paazam@mccog.org)

Phone: 910-323-4191 ext. 42

Bids shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

**Equal Opportunity Employer/Program**

Auxiliary aids and services are available upon request to individuals with disabilities

# Table of Contents

<b>Section 1: Purpose and Background</b> .....	<b>4</b>
1.1 Purpose of Request for Proposals .....	4
1.2 Workforce Innovation and Opportunity Act (WIOA) Overview .....	4
1.3 Mid-Carolina Local Area .....	5
<b>Section 2: Proposal Instructions and Requirements</b> .....	<b>8</b>
2.1 Request for Proposal Document .....	8
2.2 Eligible Bidders .....	8
2.3 Intent to Bid/Bidders' Conference .....	9
2.4 Proposal Questions .....	9
2.5 Proposal Submittal .....	10
2.6 Alternate Proposals .....	10
2.7 RFP Terms and Conditions .....	10
<b>Section 3: Notices to Vendor</b> .....	<b>12</b>
3.1 Prohibited Communications and Confidentiality .....	12
3.2 Proposal Compliance .....	12
3.3 Proposal Evaluation Process .....	12
<b>Section 4: Scope of Work</b> .....	<b>14</b>
4.1 Overarching Purpose .....	14
4.2 Integrated Services Model/Approach .....	16
4.3 Specific Roles and Responsibilities .....	17
4.4 WIOA Program Components .....	20
4.5 Administrative Requirements .....	23
4.6 Performance Measures .....	25
<b>Section 5: Proposal Content Requirements</b> .....	<b>26</b>
5.1 Identification of Proposed Services .....	26
5.2 Experience and Philosophy .....	26
5.3 Staffing and Transition Plan .....	26
5.4 Required Program Design Elements .....	27
5.5 Budget and Expenditure Requirements .....	28
5.6 References .....	30
<b>Section 6: Contract Terms and Conditions</b> .....	<b>31</b>
<b>Section 7: Instructions to Vendors</b> .....	<b>35</b>
<b>Attachment A: Execution of Proposal</b> .....	<b>37</b>
<b>Attachment B: Certification of Financial Condition</b> .....	<b>39</b>

<b>Attachment C: Other Certification and Assurances.....</b>	<b>40</b>
<b>Attachment D: Policies .....</b>	<b>44</b>
<b>Attachment E: Uniform Rules Required Contract Clauses.....</b>	<b>45</b>

## **SECTION 1: PURPOSE AND BACKGROUND**

### **1.1 Purpose of Request for Proposals**

Mid-Carolina Regional Council (MCRC), as grant recipient and the administrative unit for the Mid-Carolina Local Area, is soliciting proposals from qualified organizations interested in providing the delivery of Workforce Innovation and Opportunity Act of 2014 (WIOA) comprehensive workforce services. These programs are administered under the guidance and oversight of the Mid-Carolina Workforce Development Board (MCWDB) which oversees the NCWorks Career Centers in the local workforce delivery area which consists of Cumberland, Harnett, and Sampson Counties, North Carolina.

MCRC will accept bids on the following services:

- WIOA Title I Program Services (Adult, Dislocated Worker, In School Youth, and Out of School Youth and Young Adults) for Cumberland, Harnett, and/or Sampson Counties; and
- One Stop Operator services for the Mid-Carolina region
- Or any individual component thereof

The RFP seeks proposals for delivery of services in the NCWorks Career Centers located in the Mid-Carolina Local Area in a collaborative Integrated Service Delivery Model working with mandated and recommended WIOA partners. Mid-Carolina is seeking a dynamic program design that incorporates demonstrated experience, accountability, and the capacity to ensure that the NCWorks Career Centers are customer focused, welcoming, and fully accessible to all, demonstrate efficient utilization of resources through integration with onsite and community workforce development partners, and offer innovative, coordinated, and comprehensive solutions to job seekers and employers, while minimizing duplication and promoting seamless service delivery through the NCWorks Career Centers that align with WIOA standards, local area policies and procedures, and recognized best practices.

Any contract resulting from this Request for Proposal (RFP) is anticipated to begin January 1, 2023 and end June 30, 2024 and may be extended for two additional years (as one-year agreements) at the discretion of MCRC. Contracts will be cost reimbursable (profit must be negotiated with MCRC) and any option for extension will be executed in consideration of funding availability, satisfactory subrecipient performance, and other factors. Once a contract has been awarded, MCRC reserves the right to modify delivery design, including infusing funds from alternate sources, at any time in order to meet the needs of the workforce system and local area. MCRC also reserves the right to de-obligate funds from subrecipients who fail to meet performance standards and/or expenditure requirements or in the event of a recession of federal funds. The selected subrecipient will be required to transition WIOA Title I participants who are enrolled or in follow-up services as of December 31, 2022.

### **1.2 Workforce Innovation and Opportunity Act (WIOA) Overview**

This RFP was prepared based upon the Workforce Innovation and Opportunity Act (WIOA) of 2014 and associated U.S. Department of Labor's Regulations and guidance. The Final Rules for the federal Workforce Innovation and Opportunity Act of 2014 (WIOA), P.L. 113-128 were made publicly available on June 30, 2016 and published in the Federal Register with a final effective date of October 18, 2016. For more information, refer to <https://www.doleta.gov/WIOA/>.

WIOA is designed to help job seekers access employment, education, training, and supportive services in order to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA strengthens the workforce development system and reaffirms the role of the NCWorks Career Center system, the cornerstone of the public workforce investment system. The vision for the NCWorks Career Centers is that all customers of the system will be served by staff organized by

functions, rather than program or funding source, through a customer-focused, skilled-based, integrated service delivery strategy within the service area.

The Career Center system will provide integrated services to better serve internal and external customers, both individuals and employers. This system will feature an integrated customer flow that responds to customer need(s), fulfilled by cross-trained teams, with functional and formal leadership funded by both WIOA Title I (Youth, Young Adult, Adult, and Dislocated Worker funding) and Title III (Wagner-Peyser), and other partners, as appropriate.

The continuous evolution of the Career Center system to an integrated service delivery model enhances the movement toward a seamless united approach and emphasizes the need for and support of partner collaboration across the service area. Under this model, MCRC staff, WIOA Title I contract staff, DWS personnel, and partner representatives will integrate their staff from program specific organizations to an integrated services approach. All local Career Center staff and partner staff will be integrated into functional units, not separated by program or funding stream. While WIOA Title I and Title III funded staff are the foundation of this approach to service delivery, other partners and programs are needed and encouraged to participate in the staffing, as well as to the success of the Career Center.

All Career Center team members (including, but not limited to, WIOA Title I and Title III funded positions) and partner staff will work together to implement an integrated customer flow designed to respond to customer needs in addition to program requirements. Staff-assisted services will be emphasized, and Center services will be continually promoted and provided until the customer's goal has been achieved. The Career Center customer flow of services will include four major functions: welcome, skill development, employment, and employer services.

Using local and regional labor market information, the Center will design and provide services to meet the needs of employer and jobseeker customers. All Career Center customers will be provided with the opportunity to assess their skills, improve their skills, and obtain the best career possible with their skills. The goal is that all job seekers that enter the Career Center will leave as better career candidates because of the value-added services received. Career Center staff and partners will develop a system where customers move easily within the labor market, while continuing to further their education and training over a lifetime to advance in their careers.

The Career Center customer flow will include an initial skills assessment, access to a wide range of skill development services, and/or options to improve their employment opportunities through skill upgrading, skill validation, and credentialing. The Career Center will provide a wide range of short-term skill development opportunities through multiple service delivery methods. All services in this robust "product box" will be available to Center customers, embedded in an integrated customer flow, and easily accessed by all customers with the support of Center staff.

### **1.3 Mid-Carolina Local Area**

The Mid-Carolina Workforce Development Local Area (LA) was created and formed in July 2022 by strategic partnership and long-term planning and discussion by leadership in each of the respective North Carolina counties of Cumberland, Harnett, and Sampson. One of the many goals of this new LA is to be the most innovative and performance driven workforce development program in the State of North Carolina. A program built around partnerships, teamwork, and collaboration has been the mantra for the years of planning and development leading up to the formation of the new LA. With a primary focus of "work first", the vision of the new workforce board is to meet people and businesses "where they are".



Located in central North Carolina, the Mid-Carolina Local Area is strategically located less than 1 hour from Raleigh-Durham-Research Triangle Park area, adjacent to Wake County and Raleigh (the State Capital of North Carolina), 2 hours from the NC beaches, 3 hours from the NC mountains, and directly adjacent to the largest military base in the world by population, Fort Bragg. These geographic boundaries make the LA a landing spot for talent both for job seekers and businesses from all over the United States and internationally as well.

At the center of the 3-county LA is the City of Fayetteville, the sixth largest municipality in the State with a population of 208,501. Along with a revitalized Downtown area and one of the top minor league baseball stadiums in the country, the City of Fayetteville has seen unparalleled growth in recent years. Through the multiple new industries including a recent Amazon announcement for hundreds of new jobs and the Campbell Soup's new southeast U.S. distribution center that is fully operational at this time, there are also multiple well-known defense contractors such as General Dynamics and Booz Allen Hamilton that are regularly recruiting top talent from all over the area. Existing large employers include Goodyear Tire & Rubber with over 2,000 employees, Cape Fear Valley Health with over 5,000 employees, Smithfield Foods with over 5,000 employees, and Mann+Hummel Purolator with over 1,000 employees. These companies are supported by one of the lowest median age populations in the country at 30.7 years old compared to the national average of 37.7. The cost of living is also much lower than other areas of North Carolina and the United States with a cost-of-living index of 80.9 compared to 90.6 in NC and 100 in the US. This equates to a median home cost at \$150,500 in the Fayetteville region compared to the NC average of \$242,300. In fact, Niche These are many of the reasons the Mid-Carolina LA is seeing major growth opportunities but there is more to this region of North Carolina.

The 3-county LA has a total estimated population of 528,529. In addition to these population numbers, Fort Bragg, NC has a population of 54,000 active-duty military personnel; over 12,624 reserve and temporary personnel; 8,757 civilian employees; 3,516 contractors; and 62,962 active duty family members. Each year, over 7,000 skilled workers transition to civilian life every year from Fort Bragg and nearly the majority of these veterans prefer to stay in the region. In addition to Fort Bragg, there are multiple higher educational opportunities to include Campbell University (5,183 enrollments), Methodist University (2,149 total enrollments), Fayetteville State University (6,522 total enrollments), Fayetteville Technical Community College (18,684 total enrollments), Sampson Community College (2,049 total enrollments), and Central Carolina Community College (6,811 total enrollments). These institutions are critical partners to the

workforce program in our LA and assist with both short-term and long-term educational and training connections.

The Mid-Carolina LA values the strong relationship with our educational institutions, local/regional economic development organizations, and the NC Department of Commerce, and will work closely with each to build the new workforce program in the 3-county region. To ensure a well-coordinated workforce system, and per federal law, the Mid-Carolina LA will take a lead role in the following efforts, including the One-Stop Operator:

- Convening regional workforce system stakeholders
- Business Engagement
- Economic Development Partner Relationships and Collaboration (Fayetteville Cumberland County Economic Development Corporation, Harnett County Economic Development Commission, and Sampson County Economic Development)
- Development of Career Pathways
- Implementation of technology and virtual processes for the One-Stop System
- Coordination with postsecondary education providers for workforce development training efforts and related programing

## SECTION 2: PROPOSAL INSTRUCTIONS AND REQUIREMENTS

### 2.1 Request for Proposal Document

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, terms, and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested.

<b>IMPORTANT DATES</b>	
RFP Release	July 20, 2022
Intention to Bid Due	August 2, 2022
Bidders' Conference	August 3, 2022
Proposal Questions Due	August 12, 2022
Written Response to Questions	August 19, 2022
<b>Proposals Due</b>	September 20, 2022
<b>Contract Start Date</b>	January 1, 2023

### 2.2 Eligible Bidders

Any governmental, education, community-based organization, nonprofit, private-for-profit entity engaged in employment, training, educational opportunities and public service is eligible to submit a proposal.

Workforce development focused organizations with or without previous experience in career development and employment services are encouraged to submit proposals; however, only proposals from organizations that can thoroughly demonstrate that they have the ability to provide workforce development services in the local area will be considered. Services offered will be delivered through the established and designated one-stop delivery system known as NCWorks Career Centers.

An organization may not compete for funds if: (1) the organization has been debarred or suspended or otherwise determined to be ineligible to receive federal funds by an action of any governmental agency; (2) the organization's previous contract with this board was terminated for cause; (3) the organization has not complied with an official order to repay disallowed costs incurred during its conduct of programs or services; or (4) the organization's name appears on the suspension of funding list.

Proposers must disclose and rectify any and all outstanding monitoring and/or audit concerns from any of the proposer's other contracts prior to receiving a contract resulting from this RFP. Additionally, proposers must disclose any legal judgements, claims, arbitration proceedings, lawsuits or other legal proceedings pending or outstanding (unresolved) against the organization, its owners, officers or principals.



Proposers are expected to have the technical competence, knowledge and expertise in management and administration, the professional staff, and the administrative and fiscal management systems to accomplish the scope of work and the goals and objectives stated in this RFP. They must meet high standards of public service and fiduciary responsibility. Proposers are responsible for knowing all laws, regulations, rules and policies of the specific funding sources involved and applying them in developing the RFP response.

The successful bidder(s) will be required to agree to the General Terms and Conditions, have all controls securely in place, and agree to comply with any policies created by the Mid-Carolina Workforce Development Board (MCWDB) as well as all applicable federal, state, and local policies, regulations, and laws. Successful respondents to the RFP will be expected to participate in contract negotiations to establish the exact services to be provided and the costs of those services. The funding award will not be final until MCRC and the prospective grantee have executed a contract agreement. The final negotiated proposal narrative and budget schedule will constitute the Statement of Work for the contract. The content of the accepted proposal will become the basis for the negotiation of a final contract agreement. Applicants are advised that documents in the possession of MCRC are considered public records and are subject to disclosure under the State Public Records Law.

This RFP does not commit MCRC to award a contract or pay any costs incurred in the preparation of a proposal to this request. MCRC reserves the right to request additional data, discussion, or presentation in support of written proposals; to reject any or all proposals received; to negotiate with all designated representatives; or to cancel in whole or in part this RFP if it is in the best interest of MCRC to do so. If MCRC does not receive responses that adequately address the services and outcomes requested, it is possible that no award will be made, or the RFP would be modified and re-released.

Respondents are expected to have the technical competence, knowledge, and expertise in management and administration, the professional staff, and administrative and fiscal systems in place to accomplish the scope of work, goals, and objectives stated in this RFP. Respondents are responsible for being knowledgeable of all laws, regulations, rules, and policies of the funding sources involved, apply them accordingly in the development of the RFP response, and demonstrate high standards of public service and fiduciary responsibility. A bidder may not be recommended for funding regardless of merits of the proposal submitted if it has a history of contract non-compliance with any funding source. Subcontracting is not permitted without written authorization from MCRC.

### **2.3 INTENT TO BID/BIDDERS' CONFERENCE**

Respondents must submit an Intent to Bid no later than Tuesday, August 2, 2022, electronically via email (to [paazam@mccog.org](mailto:paazam@mccog.org)).

There will be a Bidders' Conference for those organizations with the intent to bid on this RFP. The Bidders' Conference will be held on Wednesday, August 3, 2022 @ 10 am via Microsoft Teams; the link for the Bidders' Conference will be sent to the point of contact included within the Intent to Bid. All bidders should be familiar with the RFP prior to the conferences and be prepared to discuss any questions or areas requiring clarification.

### **2.4 PROPOSAL QUESTIONS**

MCRC cannot assist with the preparation of proposals. Technical questions related to the RFP may be submitted via email by August 12, 2022. Questions concerning this RFP submitted by email should be identified by the subject line "Questions re: Mid-Carolina WIOA RFP PY 2022/FY 2022" and include a reference to the applicable RFP section. Emails should be sent to [paazam@mccog.org](mailto:paazam@mccog.org); questions will not be answered by phone.

Responses to questions received by the submission deadline date will be sent via email to all organizations that submitted an intent to bid and shall become an Addendum to this RFP. Any questions considered not pertaining to the scope of the RFP or the project may be answered at MCRC’s discretion. Questions received after the deadline are not guaranteed to be answered and shall be determined at the sole discretion of MCRC.

## 2.5 PROPOSAL SUBMITTAL

Mailing address and/or address for delivery of proposal	Email address for electronic delivery of proposal
<p><i>PROPOSAL TITLE:</i> Mid-Carolina WIOA RFP PY 2022/FY 2023            Mid-Carolina Regional Council            Attn: Peggy Aazam            6205 Raeford Rd            Fayetteville, NC 28304</p>	<p><i>SUBJECT LINE:</i> Mid-Carolina WIOA RFP PY 2022/FY 2023  <a href="mailto:Paazam@mccog.org">Paazam@mccog.org</a></p>

**All proposals are due no later than 4:00 pm on Tuesday, September 20, 2022.** All proposals shall be physically delivered to the office address listed above or if submitting electronically received by the email address listed above on or before the proposal deadline regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. *It is the sole responsibility of the Vendor to have the proposal to MCRC by the specified time and date of opening.* Any proposal received after the proposal submission deadline will be rejected.

Submit **one (1) signed, original executed** proposal response and six (6) electronic copies on flash drive. The files on the flash drives **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including being readable in Microsoft Word and/or Microsoft Excel.

## 2.6 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the specifications described above, must be clearly marked with the legend: “Alternate Proposal for Mid-Carolina Workforce Innovation and Opportunity Act Services”. Each proposal must be for a specific set of services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## 2.7 RFP TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions, terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, they must be submitted as questions in accordance with the instructions in **Section 2.4**

**PROPOSAL QUESTIONS.** Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by MCRC.

## **SECTION 3: NOTICES TO VENDOR**

### **3.1 Prohibited Communications and Confidentiality**

Each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person outside of MCRC department issuing this RFP. A Vendor not in compliance with this provision may be disqualified from contract award.

Confidential information will be as defined in **G.S. 132-1.2 - Confidential Information**. Information which does not meet this definition **MUST NOT** be marked as such. To the extent permitted by applicable statutes and rules, MCRC will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with **G.S. 132-1.2 - Confidential Information**.

### **3.2 Proposal Compliance**

It is in the best interest of Vendors to submit bids that are clear, concise, and easily understood. Bids should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the bid specifications. Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum to the bid.

Vendors are encouraged to read the RFP completely through, as noncompliance with requirements may result in bid rejection. **Section 5.0 PROPOSAL CONTENT REQUIREMENTS** and request for information must be in the same order with the same titles as listed in Sections 5.1-5.6. Vendor proposals should be easy to follow, and all sections should be easily identified.

### **3.3 Proposal Evaluation Process**

MCRC shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. MCRC reserves the right to reject all offers.

A review committee comprised of Mid-Carolina Workforce Development Board (MCWDB) members and support staff will be responsible for reviewing proposals. The individuals on this committee will have no fiduciary interest in bidding for funding under this RFP. Committee members will review and score proposals according to the criteria and assigned points as specified in this RFP.

#### **Phase I – Proposal Overview**

Each proposal will initially be evaluated for acceptability, with an emphasis placed on completeness and responsiveness to requisite program criteria identified above. The following minimum criteria will be used to determine which proposals will continue on to Proposal Evaluation Criteria:

- All required services for the program(s) for which they are bidding are addressed;
- All requested information and documentation is included in the application package; and
- The proposal is submitted in accordance with the RFP.

Proposals will be ranked based on evaluation criteria outlined in Phase II. These rankings will be used as a guide for discussion and determination of recommendations by the Mid-Carolina Workforce Development Board RFP review committee and the full Mid-Carolina Workforce Development Board.

## **Phase II – Basis of Evaluation Criteria**

The RFP Committee will evaluate each Phase II proposal based on the following criteria:

Customer Flow, Staffing, Statement of Work, and Program Design	40% of Evaluation Criteria
Organizational Experience, Past Performance, References	25% of Evaluation Criteria
Transition and Staff Training Plan	10% of Evaluation Criteria
Program Cost/Budget Narrative	15% of Evaluation Criteria
Program Metrics (to include projected performance)	10% of Evaluation Criteria

Bidders may have the opportunity for oral presentations related to the submitted proposal(s). MCRC staff will schedule the time and location of such presentations, if applicable.

## SECTION 4: SCOPE OF WORK

### 4.1 Overarching Purpose

The overall purpose of the NCWorks Career Centers is to provide employers with value-added employees and to provide job seekers with career search assistance, assessment and counseling, and training in order to gain employment that allows them to be self-sufficient, earning a livable wage. Each program is responsible for job development and placement of participants, as applicable. Each subrecipient's program design should also include job search training which teaches skills such as interviewing techniques, getting a job and keeping it, acceptable employee relations, how to complete an application, resume preparation, etc.

Services, provided in an integrated one-stop delivery system within NCWorks Career Centers, will include, but are not limited to the following:

- a) determination of eligibility to receive assistance (see Federal Register 20 CFR § 680.210);
- b) outreach, intake (which may include worker profiling), and orientation to the information and other services available through the Center
- c) assessments of skill levels, aptitudes, abilities, and supportive service needs
- d) resume preparation
- e) job search and placement assistance
- f) career counseling
- g) provision of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas including job vacancy listings in such labor market areas, information on job skills necessary to obtain the jobs, and information relating to local occupations in demand and the earnings and skill requirements for such occupations
- h) provisions of performance information and program cost information on eligible providers of training services provided by programs and eligible providers of adults and dislocated worker activities, providers of adult education, providers of post-secondary vocational education activities and vocational education activities available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act and providers of vocational rehabilitation program activities described in title I of the Rehabilitation Act
- i) provision of information regarding how the Local Area is performing on the local performance measures and any additional performance information with respect to the Center delivery system in the Local Area
- j) provision of accurate information relating to the availability of supportive services, including child care and transportation, available in the Local Area, and referral to such services as appropriate;
- k) provision of information regarding filing claims for unemployment compensation
- l) assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under the WIOA and are available in the Local Area
- m) follow-up services including counseling regarding the workplace for participants in WIOA activities that are placed in unsubsidized employment for not less than 12 months after the first day of employment, as appropriate
- n) short term prevocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training
- o) Training Services, that may include, but are not limited to:
  - occupational skills training, including training for nontraditional employment
  - on-the-job training
  - programs that combine workplace training with related instruction which may include cooperative education programs
  - training programs operated by the private sector

- skill upgrading and retraining
- entrepreneurial training
- job readiness training
- customized training conducted with a commitment by an employer or group of employers to employ an individual or group of individuals upon successful completion of the training

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

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

It is expected that the provision of training will follow the Local Area's WIOA approved occupational training programs.

It is expected that customers will exit training with an industry-recognized credential.

Other sources of training funding, such as Pell Grants, Scholarships, or other financial awards are expected to be evaluated prior to the use of WIOA funds. Subrecipients will use NCWorks Online as a source for eligible training providers available to participants receiving training funding.

Services specific to employer customers of NCWorks Career Centers include, but are not limited to:

- a) outreach/recruitment assistance
- b) Labor Market Information
- c) Information on tax credits and other hiring incentives
- d) A coordinated approach to obtain and fill job orders
- e) Worker Dislocation Services
- f) Clearinghouse for training information incl
  - Apprenticeship Programs
  - On-the-Job Training
  - Customized Training
  - Work Experience
  - Skill Upgrade Training
  - Workplace Literacy

The purpose of this RFP is to receive proposals for the operational-level delivery of mandated integrated WIOA Title I and III services, maintenance of client and service records, and proper updating of mandatory client information in the NCWorks on-line system including, but not limited to, reporting requirements as listed below:

1. Compliance with all Federal, State, and local statutes, rules, guidelines, and policies, including provisions of the Workforce Innovation and Opportunity Act Titles I (Adult, Dislocated Worker and Youth and Young Adult formula programs) and III (Wagner-Peyser Act employer services).
2. Compliance with data validation, eligibility certification requirements and maintenance of participant records to achieve high success on internal and external monitoring visits, including monitoring visits from the NC Department of Commerce, Division of Workforce Solutions.
3. Compliance with MCWDB and MCRC policies and procedures.

4. All provisions of the proposed contract deliverables and compliance expectations are further discussed in the remaining portions of this RFP.

#### **4.2 Integrated Services Model/Approach**

The State of North Carolina has mandated that all services provided from the Division of Workforce Solutions and the Workforce Development staff be integrated to increase effectiveness and efficiency of operations. WIOA Title I and III Program Services are expected to be delivered in the integrated services model and all participants must be co-enrolled through the state's reporting system, NCWorks Online. Proposers should be aware that successful bidders will be expected to provide staff within the NCWorks Career Center(s) for which they submit a proposal. MCRC has the following NCWorks Career Centers:

- Cumberland County NCWorks Career Center located at 490 N McPherson Church Rd, Fayetteville, NC 28303
- Harnett County NCWorks Career Center located at 900 S. 9<sup>th</sup> St, Lillington, NC 27546
  - Harnett County NCWorks Career Center Affiliate located at 214 W. Edgerton St, Dunn, NC 28334
- Sampson County NCWorks Career Center located at 115 North Blvd, Clinton, NC 28328

All integrated services will be provided at these respective NCWorks One-Stop Career Centers. All selected subrecipient staff, along with the DWS and partner staff, will be co-located at these sites; however, if it is decided to relocate services at some future point, the subrecipient will be expected to support the move to a new facility. There will be no facility cost assessed to the subrecipient.

The entire Career Center, to include subrecipients as a result of this RFP, will work collaboratively on Lines of Effort designed to continually improve Career Center Operations. These Lines of Effort will focus on opportunities for increased capacity for Staff Development, Integrated Services, Career Resourcing, Cost Sharing, Career Center Performance, NCWorks Online effectiveness, Business Services processes, virtual services, Customer Feedback, and other vital initiatives.

The continuous evolution of the Career Center system to an integrated service delivery model enhances the movement toward a seamless united approach and emphasizes the need for and support of partner collaboration across the service area. Under this model, WDB staff, Title I subrecipient staff, DWS personnel, and partner representatives will integrate their staff to shift from program specific organizations to an integrated services approach. All local Career Center and partner staff will be integrated into functional units not separated by program or funding stream. While WIOA Title I subrecipient staff and Title III funded staff are the foundation of this approach to service delivery, other partners and programs are needed and encouraged to participate in the staffing, as well as to the success of the Career Center.

All Career Center team members (including, but not limited to, WIOA Title I and Title III funded positions) and partner staff will work together to implement an integrated customer flow designed to respond to customers' needs in addition to program requirements. Staff assisted services will be emphasized and Center services will be continually promoted and provided until the customer's goal has been achieved. The Career Center customer flow of services will include four major functions: welcome, skill development, employment, and employer.

Using local and regional labor market information, the Center will design and provide services to meet the needs of employers and job seeker customers. All Career Center customers will be provided with the opportunity to assess their skills, improve their skills, and obtain the best career possible with their skills. The goal is that all job seekers that enter the Career Center will leave as better career candidates because of the value-added services received. The Career Center staff and partners will develop a system where



individuals move easily within the labor market, while continuing to further their education and training over a lifetime to advance in their careers.

The Career Center customer flow will include an initial skills assessment, access to a wide range of skill development services, and/or options to improve their employment opportunities through skill upgrading, skill validation, and credentialing.

The Career Center will provide a wide range of short-term skill development opportunities through multiple service delivery methods. All services in this robust “product box” will be available to Center customers, embedded in an integrated customer flow, and easily accessed by all customers with the support of Center staff.

### **4.3 Specific Roles and Responsibilities**

#### **NCWorks Commission**

As the Governor’s advisory body on workforce development issues, the NCWorks Commission is responsible for the coordination of workforce development programs in the state, including the Career Center service delivery system. It is also responsible for oversight of the implementation and operation of the service delivery system and the integrity of the Career Center brand in order to support and maintain:

- A vision for high quality services
- A minimum system of standards for NCWorks Career Center readiness and operation
- A continuous improvement process for performance outcomes and customer satisfaction
- A monitoring and evaluation process for the delivery system that ensures the minimum standards set forth in the certification criteria are met
- Methods for the provision of technical assistance to Workforce Development Boards, delivery system operators, management, and staff

#### **NC Division of Workforce Solutions (DWS)**

Operating within the NC Department of Commerce, the Division of Workforce Solutions (DWS) administers a statewide system of workforce programs that prepare North Carolina’s citizens facing unemployment and barriers to employment for participation in the labor force. DWS is the state level administrator of WIOA Title I and Title III, Trade Adjustment Assistance, as well as other workforce development programs, and is a key partner of the state’s Career Center system.

DWS will:

- Provide administrative/policy guidance and resources to local Boards related to WIOA-funded staffing and services required for NCWorks Career Centers
- Conduct monitoring and evaluation of programmatic and fiscal activities
- Provide and support Internet-based technology (i.e., NCWorks Online) that is an operating, reporting, and labor exchange system for programs administered by DWS and supports the integrated services delivery model
- Collaborate with local Boards to develop a process whereby the costs of operating local sites are shared among the participating partners
- Provide and support staff development activities that enhance the implementation of integrated services delivery and quality services to system customers (i.e., NCWorks Training Center)
- Collaborate with local Boards in the identification and operation of Career Center sites and in means

of delivering workforce services in locations where there is no Career Center

### **Mid-Carolina Workforce Development Board (MCWDB)**

The MCWDB is responsible for coordinating and aligning workforce development services and strategies that meet local and regional workforce and economic needs. This is accomplished, in part, by the MCWDB carrying out its responsibility of developing and overseeing the Career Center system in the local area. The MCWDB will utilize WIOA and NCWorks Commission policies, guidance, best practices, and workforce delivery system requirements in order to establish local area policies and procedures for activities.

The Mid-Carolina Regional Council (MCRC) will provide administrative and fiscal management support responsibilities in direct support of the MCWDB and will retain adequate staff to fulfill these Board support functions. MCRC staff will conduct consistent and continuous oversight and monitoring of the service delivery in the local area, to include technical support and coaching, to ensure that the services provided enhance the region's workforce and economic development system, adhere to established policies and standards, maintain quality customer service standards, and meet or exceed required performance measures and deliverables. The subrecipient(s) is expected to support and adhere to established control measures and processes as they relate to services provided, number of customers served, improvement in the quality and success of program participation, increased rates of value-add services leading to unsubsidized employment, and other related items of interest to the MCWDB.

### **One-Stop Operator/Coordinator**

The primary responsibilities of the One-Stop Operator include the coordination of partners and service delivery. The One-Stop Operator will ensure the ongoing participation, support, collaboration, and consensus-building needed for success among the primary groups working at the Career Centers (e.g. Division of Workforce Services staff, Service Provider staff, and partners). Accordingly, the One-Stop Operator will have functional supervision authority over the designated NCWorks Career Center Manager(s), as necessary, to ensure ongoing growth of unduplicated client enrollments and increases in unduplicated numbers of services provided to those clients.

The One-Stop Operator must do the following:

- Disclose, and provide an explanation of, any potential conflicts of interest arising from the proposal and potential selection of the one-stop operator(s) with respect to relationships with particular training service providers or other service providers, including but not limited to, career services providers and partners
- In coordinating services and serving as a one-stop operator, agree to refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require long-term services, such as intensive employment, training, and education services
- Comply with Federal regulations and procurement policies relating to the calculation and use of profits

With guidance and direction from the MCWDB Support Staff, the One-Stop Operator goals include:

- Coordinate and fully implement the requirements and offerings outlined in the Workforce Innovation and Opportunity Act through NCWorks Career Center partners
- Establish a methodology for measuring and ensuring services are of the highest quality and are meeting customer needs and the needs of the Mid-Carolina labor market

- Lead the movement to establish the NCWorks Career Centers and affiliated partners as the “go-to” resource for workforce development offerings in our area, including business services
- Work with the MCWDB to improve the reputation and appearance of the NCWorks Career Center(s)
- Coordinate and lead staff trainings and other specialized offerings that enhance opportunities for NCWorks Career Center staff and partners to develop advanced skills in leadership, customer service, specialized workforce development skills, networking, understanding and presenting labor market information, and other skills to be determined

### **Career Center Manager**

The competitively procured One Stop Operator may or may not also be the employer of record of the Career Center Manager. In some cases, the Career Center Manager of the NCWorks Career Center may be a representative of a partner organization. The primary duty of the Career Center Manager is to provide daily management and leadership of the Center by ensuring the ongoing participation, support, collaboration, and consensus-building needed for success among the two primary groups working at the Center (DWS staff and subrecipient staff). Accordingly, the Career Center Manager will have functional supervision authority over the two primary groups, as necessary, to ensure ongoing growth of client enrollments and increases in number of services provided to those clients. The Career Center Manager will provide functional oversight of NCWorks Career Center staff to ensure that integrated services are provided at an appropriate, or higher, level than how services are currently being provided. The Career Center Manager(s) will report to the One Stop Operator and MCWDB support staff.

### **NC Division of Workforce Solutions Regional Operation Directors (RODs)**

RODs are regional representatives of DWS that ensure DWS’ interests are being met by development thorough knowledge and understanding of all programs laws, regulations, policies, and guidance to ensure proper implementation within the system. Their responsibilities include, but are not limited to:

- Working with the WDB Director to ensure all DWS services are successfully implemented within the common framework of integrated service delivery
- Monitoring DWS’ primary program performance data
- Working with Career Center Managers to ensure all DWS service delivery decisions are in alignment with state, local, and federal policies
- Collaborating with the WDB when monitoring the progress of the implementation of Career Center policies, providing guidance and technical assistance to staff as needed or requested
- Collaborating with the WDB to optimize the coordination of customer flow, access to all services, non-duplication of processes, sharing of information, and attainment of performance measures
- Serving as a member of applicable local Boards as the required public employment service representative and providing updates and data on the progress of integrated services and system development
- Providing formal supervision to local Division of Workforce Services (DWS) staff
- Collaborating with the WDB and DWS Manager to ensure that Center staff possess the appropriate technical and personal skills, and program knowledge in order to perform their functional responsibilities and meet performance outcomes of the system

### **Division of Workforce Services (DWS)**

The Division of Workforce Services Manager(s) and staff will continue to formally report to the North Carolina Department of Commerce, Division of Workforce Solutions but will receive functional oversight

from the respective Career Center Manager. The DWS Manager and staff will provide technical advice and assistance, as applicable, to the subrecipient. The respective Career Center Manager and DWS manager will conduct, analyze, and report on the status of integrated services following their internal review of the processes, services, and deliverables of the NCWorks Career Center

### **WIOA Title I Service Provider**

Under the functional oversight of the Career Center Manager, staff of the selected subrecipient(s) will work closely with the DWS staff to integrate WIOA Title I and III services using a product-box (team-based) structure. The selected subrecipient(s) is responsible for all WIOA Title I and III services and deliverables. Additionally, the subrecipient(s) will be responsible for providing their own supervisory staff, accounting and fiscal management staff, and support/operation staff in appropriate numbers to ensure that the subrecipient(s) properly delivers integrated services.

### **WIOA Partner Coordination**

Under WIOA, required NCWorks delivery system partners include the following (Section 121) (b) (1):

- WIOA Title I programs (Core partner)
- Wagner – Peyser programs (Core partner)
- Adult Education and Literacy programs (Core partner)
- Rehabilitation Act programs (Core partner)
- Older Americans Act programs
- Perkins postsecondary vocational education activities
- Trade Adjustment Assistance and NAFTA-TAA programs
- Veterans Employment and Training
- Community Service Block Grant employment and training activities • HUD employment and training activities • Unemployment compensation programs • Second Chance Act Programs • Temporary Assistance for Needy Families (TANF) (unless opted out by the Governor)

Note: Core programs will have to measure effectiveness in serving employers and will report on common performance indicators which includes how many job seekers entered and retained employment, their median wages, whether they attained credentials, and their measurable skill gains.

Additional Partners – with approval of local board and Chief Elected Official:

- Employment and training programs administered by the SSA
- Employment and training programs administered by the Small Business Administration
- SNAP and SNAP E&T programs
- Client assistance programs
- National and Community Service state grants
- Other appropriate federal, state or local employment, education and training programs

Proposers to this RFP will need to adhere to the general expectation that the outreach and recruitment functions associated with delivery of any activities being proposed will need to be coordinated with mandatory partners as outlined in WIOA.

## **4.4 WIOA Program Components**

Proposed programs must include the following design elements:

## **Basic Career Services**

Customers of the NCWorks Career Center should be enrolled in WIOA Title III with basic career services made available to the general public and all individuals seeking services in the one-stop delivery system, including, but not limited to:

- Initial determinations about eligibility based on WIOA eligibility criteria
- Offer career services as identified in WIOA Sec. 134(A)(i) (xi) and Rules and Regulations part 680
- Assessment tools available in both self-serve and staff-assisted formats that help determine skill and literacy levels, interests, aptitudes, and supportive service needs
- Self-directed and staff-guided job search assistance using current labor market information
- Resources that help customers understand labor market demand across high-growth industries and occupations
- Access to job leads and open opportunities
- Information about in-demand training, work-based learning (e.g., work experience, On-the-Job Training, internships, apprenticeships, etc.), education, and credentials in high-growth industries and occupations
- Referrals to employment and supportive assistance offered by mandated and non-mandated partners
- Assistance in accessing financial aid for training and post-secondary education
- Access to employability workshops

All WIOA-funded staff and partners will work within the integrated services NCWorks team to coordinate and deliver all aspects of career services including greeting customers, career advising, assisting with workshop organization and presentation, participation in hiring events, and other center services. All staff is expected to be fully cross trained to fulfill any “career services” role based on need.

## **Individualized Career Services**

All customers are to receive a basic career service before proceeding to individualized career services. If it is determined that individualized career services are appropriate for an individual to obtain or retain employment, these services must be made available to the individual upon enrollment into WIOA Title I, including, but not limited to:

- Comprehensive and specialized assessment tools and diagnostic testing to determine skill and literacy levels, interests, aptitudes, and supportive service needs
- Interviewing and in-person evaluation of customer’s employment goals and barriers to employment
- Connections to or issuance of resources that help customers access supportive services such as transportation assistance, interview and/or work clothing, and other appropriate assistance as needed and authorized
- Group and/or individualized career coaching/mentoring
- Individual Employment Plan (IEP) or Individual Service Strategies (ISS), as applicable, development to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve their employment goals
- Job readiness training
- Career Planning
- Intrapersonal and/or professional development training (directly or through partners) to help build skills
- Job search essentials including resume and cover letter development assistance, professional social media profiles, job interview preparation, job search and job application strategies, and professional

networking

- Information about in-demand training, work-based learning (e.g., work experience, On-the-Job Training, internships, apprenticeships, etc.), education, and credentials that lead to careers in high-growth industries and occupations
- Occupational Training and information about how to access eligible training providers and programs
- Referrals to employment and supportive assistance offered by mandated and non-mandated partners
- Assistance in accessing financial aid for training and post-secondary education, out-of-area job search assistance, and relocation assistance
- English language acquisition and integrated education and training programs and referrals to Adult Basic Education and High School Equivalency (HSE) preparation activities, and connections to employment opportunities
- Management of NCWorks Online customer files including documentation of WIOA requirements, performance goals, and case notes
- Data management
- Follow-up services to help support retention and career advancement
- Cultivation of customer success stories for region-wide publications

## **Youth Services**

WIOA Title I Program Services include eligible youth defined as:

- In-School Youth: Individuals who are 14-21 years of age, currently in school, are low-income, and have one or more barriers as defined under WIOA
- Out-of-School Youth: Individuals who are 16-24 years of age, are not currently in school, and have one or more barriers as defined under WIOA

The selected subrecipient(s) are to ensure that WIOA Youth expenditures are aligned with the following requirements:

- A minimum of 75% of all WIOA Youth program expenditures must be spent on out-of-school youth services
- A minimum of 20% of WIOA Youth program allocations must be used to support work-based learning opportunities

## **Training Services**

Customers who are unable to obtain work through Individualized Career Services may continue into Training Services in order to improve their marketable skills. Training resources are limited by federal funding allocations to the state and local area. Customers should be encouraged to consider short-term training to quickly return to the labor market. Customers seeking WIOA scholarships are expected to research training programs and training providers and job opportunities in their chosen career field in order to make informed choices about education and training. Training providers that are authorized for WIOA training funds must offer training programs that have been approved by the MCWDB. Training services may include:

- Occupational skills training, including training for nontraditional employment
- On-the-Job training
- Work Experience (also referred to as internships or transitional jobs)
- Programs that combine workplace training with related educational instruction, which may include cooperative education programs

- Skill upgrading and retraining
- Entrepreneurial training
- Job readiness training
- Customized training conducted with a commitment by an employer or group of employers to employ the individual upon successful completion of the training
- Approved supportive services may be provided to WIOA Title I-enrolled participants if the participant is unable to obtain supportive services through other programs and if the supportive services are necessary to enable the participant to participate in WIOA training or work activities

## **Business Services**

The selected subrecipient(s) must coordinate and integrate all service strategies to align with the business services team, which is functionally managed by the MCWDB Business Services staff. Activities of the business service team include, but not limited to:

- Recruitment and pre-screening
- Job fairs
- Layoff assistance
- Business incentives
- Labor market information
- Support in filling open positions
- Meeting facilities for conducting interviews
- Development of quality and balanced industrial growth in coordination with Economic Development, Chambers of Commerce, and private sector partners
- Assistance with understanding why one or more existing positions are not being filled or where there is a high amount of turnover for these positions

## **4.5 Administrative Requirements**

Any contract(s) awarded as result of this RFP will be required to conduct and maintain certain administrative duties as required by WIOA and the WDB to ensure that participants receive the appropriate level of support and that these services are adequately documented, including, but not limited to:

- **NCWorks Online** – Center staff is responsible for entering all participant and employer data accurately and in a timely manner into the NCWorks Online system, including applicable case notes and activity/service codes. Reports generated from NCWorks Online will be utilized to determine program performance. If information is not in the NCWorks system, it is considered to not exist. Knowledge of the NCWorks Online system, along with accuracy of data input, and timely data entry is critical.
- **Eligibility determination and record retention** – applicants must be certified as an eligible youth, adult, or dislocated worker under WIOA Title I eligibility guidelines. For core services, a limited amount of documentation is needed. However, for training services, additional documentation is required. The subrecipient(s) is responsible for determining, verifying, and certifying eligibility for each youth, adult, and dislocated worker applicant by obtaining acceptable records/documents to verify each required eligibility item. These verification documents must be maintained in the participant’s electronic profile in the NCWorks Online system and monitored periodically. Verification of all eligibility documents is required along with the application and other required enrollment forms.
- **Scanning and redaction of required documentation** - the subrecipient(s) will scan all applicable documentation into NCWorks Online at the time of eligibility determination and maintain such

records, to include proper naming of documents and redaction of all personally identifiable information (PII).

- **Initial/Entry Assessment** – subrecipient(s) staff is expected to conduct an initial high-level assessment during the registration process. The assessment should determine the educational and employment background, current skill levels, and service needs of each applicant at the time of enrollment into WIOA. The assessment should be carefully planned and administered to collect specific, relevant information leading to an appropriate mix and sequence of services and interventions. The subrecipient(s) will use assessment tools that are valid and approved by the WDB Director. The initial assessment may include: basic skills, work readiness skills, occupational skills, barriers to employment, career interests and aptitudes, financial resources and needs, and supportive service needs. This information should be acquired through various means, including, but not limited to: standardized tests, structured interviews, inventories and/or career guidance instruments. The MCWDB requires use of the Test of Adult Basic Education (TABE) for basic skills testing and the assessments available in NCWorks Online for assessing career interests and aptitudes. The proposer may recommend other tools for assessment to be used in conjunction with the NCWorks Online assessments. These tools must be approved by the WDB Director prior to usage.
- **Individual Employment Plan (IEP)/Individual Service Strategies (ISS)** – Each individual enrolled into WIOA Title I services must have an individualized plan of services based on entry assessment information, career goals, and supportive service needs. The IEP (or ISS for youth participants) is designed to be a plan of services leading to unsubsidized, gainful employment for the participant. Because WIOA resources are generally insufficient to provide the full range of training or support services identified as needed in the IEP/ISS, every reasonable effort must be made to arrange job search and training, as well as supportive services, through other community resources for participants. Staff shall utilize the IEP/ISS document provided in NCWorks.
- **Case Management** – subrecipient(s) staff will provide case management services to participants in order to support and assist them in completing WIOA-sponsored activities and in attaining meaningful outcomes. Staff is expected to work closely with each participant to provide professional support and guidance, address individual needs and barriers, resolve concerns, and assist the participant in reaching the agreed upon goals in the IEP/ISS. The IEP/ISS will be reviewed at a minimum of every 60 days to adjust for needed support services, address changes as necessary, and document progress throughout participation. Regular personal contact between the subrecipient staff and the WIOA participant is expected. Based on this relationship, the participant should be aware that they have support and are accountable for achieving their workforce development goals. All Center staff is expected to be informed of, and adhere to, professional standards of participant confidentiality. Staff are required to safeguard participant records and uphold confidentiality standards. Exchange of information (verbal, written, electronic) is prohibited without the proper release and/or authorization. Exchange of information is generally used for eligibility verification, coordination of services and activities, tracking progress and participation, securing additional services, and for post-training follow-up purposes.
- **Information and referrals to partners** – subrecipient(s) will ensure that WIOA participants are provided information about resources, services, and opportunities available from partner agencies, including those located in the Career Center, and other appropriate community-based organizations. Records and outcome of these referrals should be tracked and noted in NCWorks.
- **Job search and job readiness** – near and upon completion of training and work-related services, subrecipient staff will continue to work closely with the participant as they go through their job search effort. Participants may need assistance with resume preparation, interviewing skills, researching the job market, online job search, etc., and services may include individual and/or group activities. Staff are required to document appropriate information in NCWorks.



#### 4.6 Performance Measures

As a federally funded program, WDBs are responsible for meeting performance measures. All Center staff, to include subrecipient(s) staff, is responsible for meeting these metrics. PY22 performance measures have not been negotiated at the time of this RFP; however, descriptions are listed below:

WIOA Performance Measure	Definition
Employment Rate – 2 <sup>nd</sup> Quarter after Exit	The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program (for Title I Youth, the indicator is the percentage of program participants who are in education or training activities, or in subsidized employment, during the second quarter after exit from the program).
Employment Rate – 4 <sup>th</sup> Quarter after Exit	The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program (for Title I Youth, the indicator is the percentage of program participants who are in education or training activities, or in subsidized employment, during the fourth quarter after exit from the program).
Median Earnings – 2 <sup>nd</sup> Quarter after Exit	The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program.
Credential Attainment	The percentage of those participants enrolled in an education or training program (excluding those in On-the- Job Training [OJT] and customized training) who attain a recognized postsecondary credential or secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma (or its recognized equivalent) is included in the percentage of participants who have attained a secondary school diploma (or its recognized equivalent) only if the participant is also employed or enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.
Measurable Skill Gains	The percentage of program participants who, during a program year, are enrolled in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as academic, technical, occupational, or other forms of progress, toward such a credential or employment.

Additional performance measures may be required by the local area and/or WDB. Negotiated goals will be included in the applicable scope of work, with a strong emphasis on successful training completions (e.g., credentials for those enrolled in occupational skills training, work experience, On-the-Job Training) for Title I enrolled individuals and placement in unsubsidized employment.

## **SECTION 5: PROPOSAL CONTENT REQUIREMENTS**

### **5.1 Identification of proposed services**

Proposers must identify the WIOA Title I Program Services (Adult, Dislocated Worker, In School Youth, and Out of School Youth and Young Adults) they are proposing to provide services for and in what county(ies) as applicable (Cumberland, Harnett, and/or Sampson Counties) as well as if the proposal includes providing One Stop Operator services for the Mid-Carolina region

### **5.2 Experience and Philosophy**

Proposers must describe experience with and/or philosophy regarding the following:

- A. Provide a brief history of the organization including the company's mission, vision, staffing and service expertise, services currently provided, current customer base, funding sources, and other strategic priorities. Describe how your proposal relates to your organization's goals and to the purpose of WIOA-funded programs.
- B. Organizational stability. Describe your organization's fiscal/accounting systems, including the ability to make payments on behalf of program participants. Describe your organization's Human Resources system to ensure compliance with federal, state, and local employment laws. Describe your organization's system for tracking participants and reporting outcomes.
- C. Understanding federal and state laws, to include WIOA and/or workforce-related laws. Describe any experience your organization has managing federally subsidized programs, including knowledge and experience with federal funding sources and performance measures. Describe any experience your organization has operating WIOA programs and/or related programs that assist job seekers in finding jobs and/or businesses in gaining value-added employees.
- D. Monitoring system integrity. Include evidence in support of past performance derived from the organization's most recent audit and/or monitoring reports. Describe your organization's plan to measure customer satisfaction and staff morale and implement changes as necessary.
- E. Performance management and capacity to develop and implement the proposed program design in order to deliver integrated services in a model and customer flow similar to that provided within this RFP.
- F. Resources your organization brings to the workforce system that will assist with coordination and delivery of services. Describe how the organization as a whole will support the work of Center staff and programs.
- G. Any other information or areas of experience proposer would like the review committee to know about as related to this RFP

### **5.3 Staffing and Transition Plan**

- A. Provide an organizational chart and overview of your organization's staffing and management structure that depicts levels of staff responsibility and division of work. Identify all key members of leadership team and provide a brief overview or job description.
- B. Provide a staffing plan/model that includes a reporting structure for all staff of the proposed services. Include the number of positions (full time/part time), job titles, duties, and qualifications.
- C. Describe how your organization will ensure that dedicated local staff are available and ready to provide services on January 1, 2023.
- D. Describe how your organization will operate in an environment with functional supervision (staff reporting to a partner staff member in addition to their own agency's management). Describe your organization's plan for fostering collaboration and partnerships, to include information sharing across a variety of partners and programs, as you work on diverse/divergent issues or agendas to

ensure that expectations and goals are met.

- E. Describe your organization's ongoing staff development and training plan to engage staff in gaining knowledge, skills, and abilities to effectively serve customers.
- F. Indicate start-up priorities, including the time frame and strategy for effectively implementing the proposed program within the first 30 days after the contract begins.

#### **5.4 Required Program Design Elements**

- A. Outreach and access for all – Describe your organization's program design to engage new customers, both employers and job seekers. Describe how your program design will serve diverse individuals, especially those with barriers to employment, to include: veterans, adult learners with basic skills needs, low income individuals with little to no work experience, dislocated workers with work experience, young adults, justice-involved and re-entry, and individuals with disabilities and/or others who experience barriers to employment. Describe flexible, innovative outreach and engagement strategies to connect these individuals to workforce services in the community and to increase successful outcomes.
- B. Integrated Service Delivery – Describe your organization's methodology for delivering seamless, integrated services provided by WIOA and non-WIOA funded staff, in a model and customer flow as provided within this RFP. Describe your plan for enhancing current partnerships, identifying new partnership opportunities, and maintaining engagement and involvement for the purpose of maximizing service delivery. Describe how to ensure that participants in need of additional services are referred to applicable partners and how referrals from partner organizations will be managed. Include the method by which referrals will be tracked.
- C. Innovative Design – Describe your organization's program plan to enhance and add value to the NCWorks Career Center by building on its best practices with innovation and demand-driven design, and how to expand those best practices throughout the local and regional workforce development system. Describe how you would collaborate with partner organizations to achieve your necessary outcomes.
- D. Participant Engagement – Describe your organization's program plan to engage job seeker and business customers, both in person and virtually, through methods including program orientation and supplemental materials. Describe how your organization would ensure that employees are well-informed about the programs and services available through the NCWorks Career Center and how you would contribute to the continual improvement of supplemental materials and tools that are used to explain the programs and services available through the NCWorks Career Center.
- E. Virtual Service Delivery – Describe your organization's plan to continually increase staff knowledge, experience, and ability to use virtual and assisted device technology to effectively communicate with and serve customers of the NCWorks Career Center. Describe the process for offering and providing basic career and individual career services in a virtual format. Provide detail about the specific services and activities you propose to offer virtually.
- F. WIOA Title I Program Services –
  - i. Provide an overview of the service that will be provided to NCWorks Career Center customers. Explain the process for offering basic and individual career services.
  - ii. Describe outreach efforts to ensure diverse population groups are aware of the resources and services available.
  - iii. What will be the process for orienting customers to WIOA services? Include the process of assessment and enrollment of participants. How and what point will it be determined for a Title III customer to be enrolled in Title I? Describe how you will manage the eligibility and enrollment process to ensure that all participants enrolled in Title I are eligible and suitable for WIOA services.
  - iv. Describe your case management and career planning services. Include your approach to developing and managing an individual employment plan. What do you anticipate to be a typical

- case load?
- v. Explain how you will help participants make informed choices about training services offered through WIOA, including: basic skills training, occupational skills training, work-based learning, and other opportunities intended to help participants achieve their career goals. Include strategies that will ensure services are in alignment with current local and regional labor market demand.
- G. Youth and Young Adult Program Services –
- i. Describe your organization’s service methodology and program design, to include WIOA Title III enrollment and determination of WIOA Title I enrollment (for participants aged 18-24 that may be dual-enrolled).
  - ii. WIOA requires that 75% of Youth Program funds are spent on Out-of-School Youth (OSY). Describe strategies and techniques to recruit Out-of-School Youth and how you will maintain the 75% minimum OSY requirement for enrolled youth participants.
  - iii. WIOA requires that a minimum of 20% of the Youth Program allocation is spent on Youth work-based learning. Describe how your program design will maximize work-based learning efforts in order to meet this expenditure requirement.
  - iv. Describe how the proposed program design will address each of the 14 Youth Program elements.
  - v. Describe how the individual services strategy (ISS) for every youth participant will be developed to ensure that the participant is receiving the services needed. How will the program identify the needs of at-risk populations being served and assist participants in overcoming barriers through the use of an individual service strategy.
  - vi. Describe your approach to provide mentoring, drop-out prevention and recovery, and other supportive assistance to youth participants enrolled in the program on their path toward successful attainment of educational attainment and unsubsidized employment.
  - vii. Describe how you will develop a plan to deliver academic assistance to raise the skill level of youth participants who have been identified as basic skills deficient.
  - viii. Describe innovative or unique services you plan to use in your approach to serve the WIOA Youth population.
- H. Work-Based Learning – Describe your organization’s plan to maximize work-based learning opportunities. Explain how Career Pathway models will be incorporated in the provision of education/training and employment plans for participants.
- I. Job Placement Efforts - Describe job placement efforts for participants. Include how you intend to help participants identify and connect with employment opportunities.
- J. Follow-up Services - Describe follow-up services after completion of training and/or job placement. How will you help participants retain and advance along career pathways?
- K. Monitoring – Describe your organization’s in-house monitoring systems that will be utilized to ensure that services are delivered efficiently and effectively while complying with applicable federal, state, and local laws, regulations, policies, and procedures. Provide examples of how your organization conducts self-monitoring for contract performance and compliance, and development of a continuous improvement model.

## **5.5 Budget and Expenditure Requirements**

All funding is contingent on the availability of federal funds and continued federal authorization for program activities. Any contract hereto is subject to amendment or termination due to lack of funds or authorization due to statutory or regulatory changes. The amounts referenced in this RFP are for planning purposes only and are subject to change based on actual allocations and infrastructure costs. Respondent’s proposed budgets must be within the amounts indicated and must be reasonably based on proposed service level and service delivery plans. The amount awarded will be determined on a competitive basis, but not necessarily based on the lowest proposed cost. The leveraging of additional funds and services, while not required, will enhance a proposal. Subsequent revisions and negotiations of the final contract budgets may be required

based on actual allocations received, actual infrastructure costs, and funding award decisions.

Funds awarded through this RFP will be made available to the selected subrecipient(s) under a fixed rate contract. The initial contract term is anticipated to begin January 1, 2023 and end June 30, 2024. For planning purposes, respondents to this RFP should assume no more than level funding for each program year (July 1 – June 30), as program funding cannot be guaranteed from year to year. Future fiscal year amounts are subject to changes based on allocations, therefore, proposers should be aware that subsequent contract amounts, if any, are subject to change based on fluctuations in Federal awards and allocations. The leveraging of additional funds, while not required, will enhance a proposal. Subsequent revisions and negotiations of final contract budgets may be required due to funding award decisions.

For reference purposes, the budget amounts (for a complete Program Year) considered for this RFP should not exceed:

<b>Cumberland County</b>	
<b>Program</b>	<b>Planning Budget</b>
Adult	\$ 500,000
Dislocated Worker	\$ 440,000
Youth*	\$ 600,000
<b>TOTAL</b>	<b>\$1,540,000</b>
<b>Harnett County</b>	
<b>Program</b>	<b>Projected Allocation</b>
Adult	\$ 160,000
Dislocated Worker	\$ 100,000
Youth*	\$ 170,000
<b>TOTAL</b>	<b>\$430,000</b>
<b>Sampson County</b>	
<b>Program</b>	<b>Projected Allocation</b>
Adult	\$ 80,000
Dislocated Worker	\$ 60,000
Youth*	\$ 80,000
<b>TOTAL</b>	<b>\$220,000</b>

\*Youth funds may be split between Out of School (at least 75%) and In School (not to exceed 25%)

- A. For any program year, not less than 30% of funds available shall be used to provide training for WIOA Title I participants. Training activities include, but is not limited to, occupational skills training and work-based learning (work experience, On-the-Job Training, apprenticeships, internships, etc.).
- B. WIOA requires that a minimum of 20% of the Youth Program allocation is spent on Youth work-based learning activities. For reference, based on PY22 allocations, the required 20% work-based learning expenditures are as follows:
  - a. Cumberland County \$136,407
  - b. Harnett County \$37,564
  - c. Sampson County \$17,732

Note: Subrecipient(s) is required to maintain time sheets for staff that track time spent by program and activity. Specifically, time sheets must reflect work-based learning activities to include the following: identifying potential worksites, time spent with employers to develop worksites for work-based learning opportunities, visiting/evaluating worksites, orientations for employers and participants, and other components directly related to work-based learning opportunities.

- C. Provide a detailed line-item budget. All costs should be accounted for in the budget lines supported by a strong narrative justifying why the funds are needed/critical to the program. At a minimum, the budget detail should include:
  - a. Operating
    - i. Personnel Expenses
      - 1. Direct Salaries
      - 2. Fringe Benefits
    - ii. Operating Expenses
      - 1. Staff Travel Expenses
      - 2. Staff Training
      - 3. Materials, supplies, etc.
    - iii. Indirect Cost/Management Fee
  - b. Participant
    - i. Occupational Skills Training
    - ii. Work Experience Participant Wages
    - iii. Work Experience Participant Fringe Benefits
    - iv. On-the-Job Training
    - v. Transportation
    - vi. Other Supportive Services
    - vii. Incentives

## 5.6 References

Proposers shall provide at least three references for which their company provided services of similar scope and nature to that proposed herein. Include the following information for each reference: company name, address, and phone number; point of contact name, email address, and phone number; title of program and/or services provided for stated reference; and years of comparable service provided to the reference.

## **SECTION 6: CONTRACT TERMS AND CONDITIONS**

### **A. E-Verify**

Subrecipient shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the subrecipient utilizes a subcontractor, the subrecipient shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.”

### **B. Contract Changes**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by MCRC and Vendor.

### **C. Contract Term**

The Contract shall have an initial term of one and a half (1.5) years, beginning on the date of contract award (the “Effective Date”). The Vendor shall begin work under the Contract within 5 business days of the Effective Date.

At the end of the Contract’s current term, MCRC shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms.

### **D. Pricing**

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

### **E. Invoices**

Invoices must be submitted to the following address or via email to:

Peggy Aazam  
6205 Raeford Rd  
Fayetteville, NC 28304  
[paazam@mccog.org](mailto:paazam@mccog.org)

### **F. Payment Terms**

The Vendor will be paid net thirty (30) calendar days after the Vendor’s invoice is approved by MCRC.

### **G. Appropriating of Funds**

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. This fiscal year begins July 1 and ends June 30<sup>th</sup>.

### **H. Financial Stability**

Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under

the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

## **I. Insurance**

Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits (**Vendors may propose alternative insurance requirements. Acceptance of any insurance requirement changes will be at the discretion of MCRC and must be pre-authorized by MCRC**):

**Professional Liability Insurance:** Subrecipient shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the subrecipient's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the recipient's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

**Commercial General Liability:** Subrecipient shall maintain Commercial General Liability and if necessary Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

**Workers' Compensation and Employer's Liability:** Subrecipient shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance. The Employer's Liability shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit.

**Business Auto Liability:** Subrecipient shall maintain Business Auto Liability and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

The subrecipient shall furnish MCRC with a certificate of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements prior to commencing the work and upon renewal or replacement of each certified coverage throughout the term of this contract. Evidence of additional insured status shall be noted on the certificate of insurance.

## **J. General Indemnity**

The Vendor shall hold and save MCRC, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing



or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that MCRC has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against MCRC's agents who are involved in the delivery or processing of Vendor goods or services to MCRC. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

#### **K. Entire Contract**

This contract constitutes the entire understanding of the parties. In the event of a conflict between MCRC's contract terms and the subrecipient's contract terms, MCRC's terms shall be the overriding determining factor

#### **L. Contract Cancellation**

MCRC may terminate this contract at any time by providing 30 days' notice in writing from MCRC to the Vendor. If the contract is terminated by MCRC as provided in this section, MCRC shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.

#### **M. Laws and Ordination**

This contract will be governed by North Carolina law.

#### **N. Compliance with Laws**

Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

#### **O. Proposer Representations**

Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of MCRC under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

#### **Vendor certifies that they have not previously or currently:**

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its

employees or other personnel to provide services on this project, of which Vendor has knowledge or a Statement that it is aware of none.

- b. Had any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any local or federal regulatory agencies within the past three years or a Statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against Vendor during the three (3) years preceding submission of its proposal herein or a Statement that there are none.

Any personnel or agent of the Vendor performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by MCRC.

MCRC may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, MCRC may request acceptable substitute personnel or terminate the contract services provided by such personnel.

## SECTION 7: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** MCRC reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of MCRC.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors of any kind in any amount for services are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of MCRC we solicit your cooperation in this effort.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), MCRC invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** MCRC shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of MCRC during the competitive process or after award. MCRC is bound only by information provided in this RFP and in formal Addenda.
9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; MCRC will not reimburse any Vendor for any costs incurred.
10. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
11. **SUBCONTRACTING:** The subrecipient shall not assign or subcontract the work, or any part thereof, without the previous consent of MCRC, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of MCRC.

If the subrecipient proposes to subcontract work in this Project, the subcontractor and the activity in this Project are to be identified in the proposal.

All subcontractors must be approved by MCRC and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The subrecipient shall be fully responsible and accountable to MCRC for all the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

12. **INSPECTION AT VENDOR'S SITE**: MCRC reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for MCRC determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
13. **AFFIRMATIVE ACTION**: The Vendor will take affirmative action in complying with all Federal and local requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

## **ATTACHMENT A: EXECUTION OF PROPOSAL**

### **EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion that it and its principals are not presently debarred, suspended, proposed for debarment, and declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned Vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per North Carolina General Statute (N.C.G.S.) 147-86.55-69.

The potential Subrecipient certifies and/or understands the following:

1. MCRC has the right to reject any all proposals or reject specific proposals with deviated/omitted information, based on MCRC's discretion if the omitted information is considered a minor deviation or omission. MCRC will not contact Vendors to request required information/documentation that is missing from vendor's proposal packet. Additionally, if MCRC determines it is in its best interest to do so, MCRC reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
2. This proposal was signed by an authorized representative of the vendor.
3. The potential subrecipient has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
4. All labor costs associated with this project have been determined, including all direct and indirect costs.
5. That the potential subrecipient agrees to the conditions set forth in this RFP with no exceptions.
6. Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Mid Carolina Regional Council executes a formal contract.
7. The selected subrecipient affirms an effective contract date beginning January 1, 2023.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted within the timeframe required.

Failure to execute/sign bid prior to submittal shall render bid invalid and it will be rejected.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
<b>REPRESENTATIVE'S AUTHORIZED SIGNATURE:</b>	<b>DATE:</b>	EMAIL:

**ATTACHMENT B: CERTIFICATION OF FINANCIAL CONDITION**

Name of Vendor: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and county taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or county law.

The Vendor has no findings in any past litigation, or findings of noncompliance under federal or county law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

**[This Certification must be signed by an individual authorized to represent the Vendor]**

## ATTACHMENT C: OTHER CERTIFICATION AND ASSURANCES

### General Assurances

1. The subrecipient assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA) and all Federal, State, and local regulations pursuant to the Act.
2. The subrecipient, in operating programs funded under WIOA, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in WIOA regulations; that no portion of its WIOA programs will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief; that it will target employment and training services to those most in need in of them.
3. Debarment, Suspension, Ineligibility and Voluntary Exclusion certification is required by all WIOA Title I and Wagner-Peyser grant recipients, [Debarment of Labor 29 CFR part 98].
  - a. The subrecipient assures 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 state or federal department or agency.
  - b. The subrecipient assures that neither it nor its principals have not, within the three year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission on embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - c. The subrecipient assures that neither it nor its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (4) of this section., [Department of Labor 29 CFR part 93].
  - d. The subrecipient assures that neither it nor its principals, within a three-year period preceding this application, have not had one or more public transactions terminated for cause or default.
4. The Lobbying Certification is required by all WIOA Title I and Wagner-Peyser grant recipients and sub recipients, [WIOA Section 195].

The subrecipient certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of Congress, or an employee of a Member of Congress, or locally elected officials.
- b. In connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a



Member of Congress, any officer or employee of Congress, an employee of a Member of Congress, or locally elected officials in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure Form to Report Lobbying," in accordance with its instructions.

- d. The undersigned shall require that the language of this certification be included in the award for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and provide disclosure accordingly.
5. Drug-Free Workplace certification is required by all WIOA Title I and Wagner-Peyser grant recipients and sub-recipients [Department of Labor 29 CFR part 98].
    - a. The undersigned shall publish a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.
    - b. The undersigned shall establish an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subrecipient's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace.
    - c. The undersigned shall provide each employee with a copy of the subrecipient's policy statement.
    - d. The undersigned shall notify the employees in the subrecipient's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the subrecipient in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute in the workplace.
    - e. The undersigned shall notify the Board within ten (10) days of subrecipient's receipt of a notice of a conviction of an employee.
    - f. The undersigned shall take appropriate personnel action against an employee for violating a criminal drug statute or require such employee to participate in drug abuse assistance or a rehabilitation program.
  6. The subrecipient assures that no funds will be used to assist, promote, or deter union organizing [WIOA Section 181 (b) (7)].
  7. The subrecipient assures that no funds will be used for sectarian activities [WIOA Section 188 (a) (3)].
  8. The subrecipient assures that no funds will be used to duplicate services available in the area [WIOA Section 195 (2)].
  9. The subrecipient assures that participants will not be charged fees for placement or referrals [WIOA Section 195 (5)].
  10. The subrecipient assures that all funds authorized in WIOA Title I and Wagner-Peyser must be expended on only American-made equipment and products, as required by the Buy American Act [41 U.S.C. 8301-8305].

## **Additional Assurances**

1. In administering programs under WIOA, the subrecipient assures and certifies that:
  - a. It will comply with Title VI of the Civil Rights Act of 1964 [P.L. 88-352];
  - b. It will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 [P.L. 91-646] which requires fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs;
  - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees;
  - d. Any persons connected in any capacity with agency receiving financial assistance who knowingly hires an ineligible individual, embezzles, willfully misapplies, steals or obtains funds by fraud of the moneys, funds, assets, or properties which are the subject of a grant or contract of assistance is subject to a fine or no more than \$10,000 or an imprisonment for not more than two years or both [U.S. Code, Title 18, Sec. 665 (a)]; and
  - e. Special consideration will be given to the needs of disabled veterans, special veterans, and veterans discharged within four years of the date of application. Specific effort should be made to develop appropriate full or part time opportunities for such veterans. Information on job vacancies and training opportunities funded by this grant shall be provided to State and local veterans' employment service representatives.
  
2. The subrecipient will:
  - a. Comply with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA), including the Nontraditional Employment for Women Act of 1991, Title VI of the Civil Right Act of 1964, as amended, Section 504 of the Americans with Disabilities Act of 1990, as amended, the Age of Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR Part 34. The United States has the right to seek judicial enforcement of this assurance.
  - b. Not discriminate against any employee or applicant for employment, or program applicant/participant because of race, color, age, religion, sex, disability, national origin, or political affiliation or belief. The subrecipient will take affirmative action to ensure that applicants are employed/selected and that participants and employees are treated during their period of employment/participation without regard to their race, color, age, religion, sex, disability, national origin, political affiliation or belief. Such action must include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.
  - c. In all solicitations or advertisements for employees or participants placed by or on behalf of the subrecipient, state that all qualified applicants will receive consideration for

employment without regard to race, color, age, religion, sex, disability, national origin, political affiliation or belief.

- d. Permit access to any contract-related books, records, and accounts by the contracting agency, the State of North Carolina, and the US Secretary of Labor for purposes of investigation to ascertain compliance with applicable rules, regulations, and orders.
- e. In the event of the subrecipient's non-compliance with the non-discrimination clauses of this contract with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the subrecipient may be declared ineligible for further government contracts and such other sanctions may be imposed and remedies invoked as provided by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

---

Signature

Date

---

Printed Name

Title

**[This Certification must be signed by an individual authorized to represent the Vendor]**

## **ATTACHMENT D: POLICIES**

Mid-Carolina Workforce Development Policies can be located under the Mid-Carolina Regional Council website: [DRAFT WDB Policies | MCCOG \(midcarolinacog.org\)](#)

## **ATTACHMENT E: UNIFORM RULES REQUIRED CONTRACT CLAUSES**

### **Federal Contracting Requirements**

This *Attachment E* is incorporated into the Service Contract between MCRC and the subrecipient. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Subrecipient” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Subrecipient.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Subrecipient is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Subrecipient pursuant to its obligations under this Contract. The Subrecipient and its sub-subrecipients, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

#### **1. Drug Free Workplace Requirements**

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All subrecipients entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

#### **2. Subrecipient Compliance**

The subrecipient shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

#### **3. Conflict of Interest**

The subrecipient must disclose in writing any potential conflict of interest to the Mid-Carolina Regional Council or pass-through entity in accordance with federal policy.

#### **4. Mandatory Disclosures**

The subrecipient must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

#### **5. Energy Conservation**

The subrecipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

## **6. Clean Air Act and The Federal Water Pollution Control Act**

### **Clean Air Act:**

- (1) The subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The subrecipient agrees to report each violation to MCRC and understands and agrees that MCRC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Federal Water Pollution Control Act:**

- (1) The subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The subrecipient agrees to report each violation to MCRC and understands and agrees that MCRC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **7. Access to Records and Reports**

The following access to records requirements apply to this contract:

- (1) The subrecipient agrees to provide MCRC, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the subrecipient which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The subrecipient agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, MCRC and the subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **8. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, subrecipient, or any other party pertaining to any matter resulting from the contract.

## **9. Program Fraud and False or Fraudulent Statements or Related Acts**

The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this contract.

## **10. Changes**

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion

of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Subrecipient's failure to do so shall constitute a material breach of the contract.

## **11. Termination**

**(1) *Termination Without Cause.*** MCRC may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the subrecipient.

**(2) *Termination for Default by Either Party.*** By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

- The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
- The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

**(3) *Additional Grounds for Default Termination by MCRC.*** By giving written notice to the subrecipient, MCRC may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- The subrecipient makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, subrecipient's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
- The subrecipient takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

**(4) *Cancellation of Orders and Subcontracts.*** In the event this Agreement is terminated by MCRC for any reason prior to the end of the term, the subrecipient shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the subrecipient shall submit a statement to MCRC showing in detail the services performed under this Agreement to the date of termination.

**(5) *No Effect on Taxes, Fees, Charges, or Reports.*** Any termination of the Agreement shall not relieve the subrecipient of the obligation to pay any fees, taxes or other charges then due to MCRC, nor relieve the subrecipient of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the subrecipient from any claim for damages previously accrued or then accruing against the subrecipient.

**(6) *Obligations Upon Expiration or Termination.*** Upon expiration or termination of this Agreement, the Subrecipient shall promptly (a) return to MCRC all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by MCRC; (b) deliver to MCRC all Work Product; (c) allow MCRC or a new vendor access to the systems, software, infrastructure, or processes of the Subrecipient that are necessary to migrate the Services to a new vendor; and (d) refund to MCRC all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

**(7) *No Suspension.*** In the event that MCRC disputes in good faith an allegation of default by the Subrecipient, notwithstanding anything to the contrary in this Agreement, the Subrecipient agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Subrecipient, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

**(8) *Authority to Terminate.*** MCRC Executive Director or their designee is authorized to terminate this Agreement on behalf of MCRC.

**(9) *Audit.*** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, MCRC shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Subrecipient necessary to evaluate Subrecipient's compliance with the terms and conditions of the Agreement or MCRC's payment obligations. MCRC shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Subrecipient. However, if non-compliance is found that would have cost MCRC in excess of \$5,000 but for the audit, then the Subrecipient shall be required to reimburse MCRC for the cost of the audit.

## **12. Remedies**

**(1) *Liquidated Damages:*** MCRC and the Subrecipient acknowledge and agree that MCRC may incur costs if the Subrecipient fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) MCRC may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that MCRC might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Subrecipient agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be MCRC's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Subrecipient to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

**(2) *Right to Cover:*** If the Subrecipient fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from MCRC of such failure, MCRC may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

- Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Subrecipient is again able to resume performance under this Agreement; and
- Deduct any and all reasonable expenses incurred by MCRC in obtaining or performing the Services from any money then due or to become due the Subrecipient and, should MCRC's reasonable cost of obtaining or performing the services exceed the amount due the Subrecipient, collect the difference from the Subrecipient.



**(3) Right to Withhold Payment.** If the Subrecipient materially breaches any provision of this Agreement, MCRC shall have a right to withhold all payments due to the Subrecipient with respect to the services that are the subject of such breach until such breach has been fully cured.

**(4) Specific Performance and Injunctive Relief.** The Subrecipient agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Subrecipient's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Subrecipient hereby agrees that MCRC may seek an order granting specific performance of such obligations of the Subrecipient in a court of competent jurisdiction. The Subrecipient further consents to MCRC seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Subrecipient breaches the Agreement in any material respect.

**(5) Setoff.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

**(6) Other Remedies.** Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

### **13. Debarment and Suspension**

**(1)** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the subrecipient is required to verify that none of the subrecipient's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

**(2)** The subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

**(3)** This certification is a material representation of fact relied upon by MCRC. If it is later determined that the subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to MCRC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**(4)** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **14. Equal Employment Opportunity**

During the performance of this contract, the Subrecipient agrees as follows:

**(1)** The subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the subrecipient's legal duty to furnish information.

(4) The subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subrecipient or vendor. The subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a vendor becomes involved in, or is threatened with, litigation with a subcontract or vendor as a result of such direction by the administering agency, the subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable

to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of subrecipients with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a subrecipient debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon subrecipients and subrecipients by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **15. Davis-Bacon Requirements**

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The subrecipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Subrecipients are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, subrecipients are required to pay wages not less than once a week.

#### **16. Copeland "Anti-Kickback" Act**

(1) **Subrecipient.** The subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) **Subcontracts.** The subrecipient shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime subrecipient shall be responsible for the compliance by any subcontract or lower tier subcontract with all of these contract clauses.

(3) **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a subrecipient and as provided in 29 C.F.R. § 5.12."

#### **17. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

**(1) Overtime requirements.** No subrecipient for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b) (1) of this section the subrecipient responsible therefor shall be liable for the unpaid wages. In addition, such subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the subrecipient under any such contract or any other Federal contract with the same prime subrecipient, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such subrecipient for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The subrecipient shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the to include these clauses in any lower tier subcontracts. The prime subrecipient shall be responsible for compliance by any subcontract or lower tier subcontract with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **18. Rights to Inventions Made Under a Contract or Agreement**

### ***Patent and Rights in Data***

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

**Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

**(1)** Except for its own internal use, the Purchaser or Subrecipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Subrecipient authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication,

however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Subrecipient using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Subrecipient performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Subrecipient's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Subrecipient agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Subrecipient shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Subrecipient and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Subrecipient identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Subrecipient agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Subrecipient's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Subrecipient agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Subrecipient also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Subrecipient agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Subrecipient's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Subrecipient agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Subrecipient also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **19. Procurement of Recovered Materials**

(1) In the performance of this contract, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### **20. Safeguarding Personal Identifiable Information:**

Subrecipient will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

#### **21. DHS Seal, Logo, and Flags**

The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

#### **22. Byrd Anti-Lobbying Amendment**

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with

obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**23. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The subrecipient will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.