



**Request for Proposal
RFP #WIOA-YOUNG ADULT POSTSECONDARY EDUCATION
AND MENTORSHIP 03-22-2019**

*Release Date:
March 22 2019*

*Due Date:
April 22, 2019, 5:00 PM PST*

*Performance Period:
June 1, 2019 – May 31, 2020*

**3640 South Cedar Street, Suite E
Tacoma, WA 98409**

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03-22-2019

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SECTION I: OVERVIEW / PURPOSE

A. RFP Purpose: Young Adult Postsecondary and Mentorship Program

The purpose of this Request for Proposal (RFP) is for WorkForce Central (WFC), on behalf of the Chief Local Elected Officials (CLEOs) and the Pierce County Workforce Development Council (WDC), to identify and select a qualified service provider for Department of Labor (DOL) **federal funds to provide direct young adult postsecondary education guidance, preparation and mentorship to increase equitable access to and success in educational and career opportunities** in Pierce County under the Workforce Innovation and Opportunity Act (Public Law No: 113-128 (WIOA)).

In 2018, WFC commissioned a regional data review to identify the needs and barriers confronting disconnected young adults; those who did not have the same opportunities to fully develop their capabilities and are cut off from the path to continue developing the capabilities required for a productive, fulfilling, and independent adulthood.

The review identified several factors contributing to the disconnection of young adults and the steps necessary to overcome financial, cultural and social barriers. Disconnection may happen while in high school due to credit deficiencies, lack of support and other out-of-school barriers. It can also happen after graduation when the young adult loses contact with postsecondary education resources. One of the next steps identified to address this trend is to have a program that will provide career exploration, intensive support, and mentoring to potential disconnected young adults for post-secondary preparation including attending community and technical college, apprenticeship, and other business recognized credentials. This work aims to provide continuous guidance and support throughout postsecondary education participation.

The successful proposer awarded a contract as a result of this RFP must be prepared to assume responsibility for the direct services of young adult customers no later than June 1, 2019.

- **Target Population:** All young adults who meet the eligibility criteria as provided in WIOA Section 3(18) and 129(a)(1)(B) and (C) and WorkForce Central’s WIOA Youth, Adult and Dislocated Worker Eligibility and Documentation Policy Handbook. Priority target populations to serve include:
 - Young adults between the ages of 16-24 years who are not connected to education or employment.

- Young adults who have documented barriers that make it difficult to participate and complete their postsecondary education.
- Young adults who have significant geographical barriers to accessing young adult workforce development services.
- Young adults who have been and are underrepresented or underserved by the workforce development system.
- **Geographic Area:** Pierce County, Washington with priority emphasis on *Public Use Microdata Areas (PUMA) of Parkland, Spanaway, South Tacoma, Lakewood, Joint Base Lewis-McChord (JBLM), and Central Tacoma* within Pierce County
- **Contract Start Date:** No later than June 1, 2019
- **Initial Contract End Date:** May 31, 2020
- **Type of Contract:** Cost-reimbursement
- **Option to Extend:** WFC reserves the right to increase or decrease the contract amount and/or renew the contract annually up to four years in accordance with WIOA law and regulations, and dependent on contractor performance, availability of funds, and WDC strategic direction.

Funding: The proposed services will be funded under Title I of the Workforce Innovation and Opportunity Act (WIOA) to provide related services. For planning purposes, proposers should estimate WIOA funding of **\$250,000.00 maximum. This estimate is provided solely for guidance to bidders in preparing a budget and cost proposal.** Bids submitted which are over the maximum amount of funds specified for this RFP will be rejected.

B. WIOA Funding Overview

The proposed services will be funded under Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014. WIOA supersedes the Workforce Investment Act (WIA) of 1998. WIOA was created to provide state and local areas the flexibility to collaborate across systems in an effort to better address the employment and skill needs of current employees, job seekers, and employers.

C. Sub-recipient vs. Contractor Designation

An awardee of federal funding can be designated as sub-recipient or a contractor. Under 2 CFR 200, those designations are defined as follows:

- Sub-recipient – a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A sub-recipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- Contractor - an entity that receives a contract as defined in §200.22 Contract. Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a

contract, when the substance of the transaction meets the definition of a Federal award or sub-award.

The awardee of this RFP will be considered a contractor.

For more information see: 2 CFR Part 200; 2 CFR Part 2900; and ESD Policy 5250 Sub-recipient/Contractor Pass-Through Entity Determination Requirements.

For more information on WIOA visit <http://www.doleta.gov/WIOA>.

For more information on uniform guidance 2 CFR 200 and 2 CFR 2900 - visit <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>; or <https://www.gpo.gov/fdsys/search/pagedetails.action?granuleId=CFR-2016-title2-vol1-part2900&packageId=CFR-2016-title2-vol1>

SECTION II: INTRODUCTION

WIOA's Local Governing Body: WFC Executive Board, Pierce County Workforce Development Council (WDC), and WorkForce Central (WFC)

An inter-local agreement between the City of Tacoma and Pierce County provides the governance structure to lead, oversee and manage the local workforce development system across Pierce County. Elected officials from the City of Tacoma and Pierce County, as well as a representative from business, form the Executive Board which works closely with and appoints members to the Pierce County Workforce Development Council (WDC).

The Governor-certified WDC is a business-led council comprised of community leaders with expertise in the public, private and philanthropic sectors. With a wealth of expertise, the WDC works side-by-side with the Chief Local Elected Officials to address workforce deficiencies, to upskill workers, to develop potential employees and to ensure the workforce development system offers the highest quality service to its customers. WFC has been designated as the administrative and fiscal entity for WIOA and the WDC. The Chief Executive Officer (CEO) of WFC reports to the Executive Board and provides staff support to the WDC and its committees.

WorkForce Central (WFC), established in 1982, carries out the vision of the Chief Local Elected Officials (CLEOs) and the Pierce County Workforce Development Council (WDC) by coordinating, administering and advancing the work of the workforce development system, known as WorkSource Pierce. WFC oversees services for individuals and businesses in Pierce County to ensure that they are reliable, of high-quality services and exceed customer expectations.

WFC champions a comprehensive approach to workforce development as a vital component to a strong economy. We catalyze system wide collaboration and work in conjunction with our partners to actively pursue investments in workforce development. WFC ensures that businesses, workers, and jobseekers in Pierce County receive reliable, high quality services and resources.

SECTION III: SOLICITATION AND GENERAL INFORMATION

A. Solicitation Timetable

Request for Proposal (RFP) Release:	Friday, March 22, 2019
Proposer Conference*:	Monday, April 1, 2019; 2:00 pm (Video conferencing available)
Deadline for Written Questions:	Monday, April 8, 2019; 5:00 PM PST (Emailed with RFP number in title to: procurement@workforce-central.org)
WFC Question Answers Posted to WEBS and WFC Website:	Thursday, April 11, 2019
Proposal Package Due:	Monday, April 22, 2019; 5:00 PM PST (Emailed with RFP number in title to: procurement@workforce-central.org)
Technical Review:	April 22- 25 th , 2019
Proposal Evaluations & Oral Presentations:	April 26 – May 9, 2019
Announcement of Award:	May 10, 2019
Contract Negotiations and Development:	May 10 – 31, 2019
Contract Starts:	June 1, 2019

*Proposer Conference Location: 3640 S Cedar St., Suite E, Tacoma, WA 98409

B. Eligible Entities

WFC is soliciting proposals from qualified organizations to direct federal Department of Labor (DOL) WIOA Title I funds towards career and training services using evidenced-based practices and/or demonstrated successful performance history. Eligible entities may include:

- Private for profit businesses
- Non-profit organizations
- Business associations
- Public agencies
- A collaboration of above entities with at least one organization designated as the lead agency and primary contractor.

C. WFC Procurement

WFC conducts all procurements in a manner providing full and open competition as required under 2 CFR 200, other federal and state laws and regulations and WFC Procurement policy. This RFP identifies all relevant requirements, evaluation factors, technical review process and scoring point range. Technical, financial and organizational evaluations will be made of all proposals received on time and found to be responsive to the RFP.

WFC reserves the right to revise any part of the RFP at any time before the submission deadline date if necessary. These revisions will become addendums to the RFP and will be posted on WFC website: www.workforce-central.org. Proposers are responsible for checking the website frequently to remain informed about the procurement process. Each proposer must amend its RFP package as necessary. Failure to acknowledge any addendum will result in disqualification of the proposal.

The entire cost for the preparation and delivery of the proposal or any related communication shall be at the expense of the proposer. A submitted proposal may be withdrawn by a written request to procurement@workforce-central.org.

D. Proposal Submission and Minimum Requirements

To be considered for review, proposals must follow the instructions in the RFP, provide the information required in the response package and include all of the required attachments (signed and dated) by your organization's representative.

The successful bidder will be required to agree to the General Terms and Conditions contained in WFC's contract and must also comply with all applicable federal and state laws and regulations and local policies established by the WDC.

E. Submission Instructions

All proposals must be received at WFC electronically (via email) by **Monday, April 22, 2019 at 5:00 PM Pacific Standard Time**. Proposals not submitted by this date and time will be automatically disqualified.

Please submit proposals by email and include the RFP number in the title of the email. Email proposal to: procurement@workforce-central.org

F. Written Questions

Questions related to this Request for Proposal must be emailed to procurement@workforce-central.org by **Monday, April 8, 2019; 5:00 PM PST**. Any additional information that may come out after this Request for Proposal release will be posted on the Workforce Central website: www.workforce-central.org.

G. Incurred Proposal Costs

The entire cost for the preparation and delivery of the proposal or any related communication shall be at the expense of the proposer.

H. Withdrawal

A submitted proposal may be withdrawn by a written request to procurement@workforce-central.org.

I. Termination Due to Non-Availability of Funds

When funds are not appropriated or otherwise made available to the Pierce County Workforce Development Area to support continuation of the RFP or any award(s) herein, they shall be cancelled as of the effective date set forth in the termination notice.

J. Negotiation/Discussion

WFC and the Chief Local Elected Officials/WDC reserve the right to conduct discussions with proposers in order to ensure a full understanding of the proposal. Selection of an organization as a contractor does not constitute approval of the proposal as submitted. Before the contract is awarded, WFC may enter into negotiations about such items to include, but not be limited to, program components, allowable activities, staffing, funding levels and administrative systems in place to support program implementation. If the negotiations do not result in a mutually acceptable submission, WFC reserves the right to terminate the negotiations and decline to fund the proposal. Proposers will be

accorded fair and equal treatment with respect to any opportunity for discussion and revisions concerning their proposals.

K. Misrepresentation

If in the course of the RFP process it is determined that the proposer has made a false statement, misrepresentation, or that inaccurate information has been provided, the proposer may be terminated from the RFP process.

L. Disallowed Costs

The contractor (s) selected as a result of this RFP must have sufficient funds available to reimburse any determined disallowed costs that occur during the performance period.

M. Assurances and Certifications

The contractor(s) selected from this RFP that certified and made assurances (Appendix D & E) must comply with all federal, state and local policy requirements and all applicable WIOA regulations.

N. Reports

Routine monthly reports and quarterly written programmatic reports will be required. Specific required reports will be negotiated during the contracting process. Contractor must have the capability of generating and/or providing required reports. Other reports may be required during the performance period.

O. Conflict of Interest

Every reasonable course of action will be taken by the selected contractor in order to maintain the integrity of award expenditures and to avoid any favoritism or illegal conduct. The contract from this RFP will be administered in an impartial manner, free from improper personal, financial, or political gain.

SECTION IV: PROGRAM DESCRIPTION

A. Postsecondary Education and Mentorship Program Services Role and Responsibilities

Bidders responding to this RFP must offer, in collaboration with Pierce County WorkSource System partners, services to WIOA Title I eligible young adults per WIOA Section 3(18) and

129(a)(1)(B) and (C). It is expected that the awardee coordinate its activities with other Title 1 providers within the WorkSource system.

Program Services

- Prescreen eligibility requirements for Title I Young Adult Program services and work with Title 1 sub recipients to enroll candidates.
- Provide outreach throughout Pierce County with priority emphasis to PUMA of Parkland, Spanaway, South Tacoma, Lakewood, Joint Base Lewis-McChord, and Central Tacoma population.
- Provide a minimum of 55 hours of postsecondary career exploration and preparation for each participant prior to enrolling into post-secondary educational program such as community and technical college, apprenticeship and other business recognized credential programs.
- Provide ongoing support from a consistent and trained adult mentor for the duration of and through postsecondary program completion
- Refer to and coordinate activities with other programs and services within the one-stop delivery system.
- Provide supportive services to address barriers that impede participation and completion of postsecondary education.
- Provide assistance in accessing financial aid, scholarships and other appropriate assistance to support postsecondary education participation and completion.
- Provide regular and ongoing group and individualized training/convening/support to increase program retention and completion.
- Troubleshoot participants' barriers to participation, retention and completion.

Enrollment Requirements

Eligible WIOA Young Adult must be enrolled into Title 1 and considered a customer for performance purposes when accessing services.

All eligible WIOA Young Adults must be enrolled prior to expending WIOA funds such as supportive services, training funds or work-based learning activities.

B. Young Adults Eligibility Criteria – This RFP gives priority to out-of-school disconnected young adults residing in Pierce County with special emphasis on those residing in Public Use Microdata Areas of Parkland, Spanaway, South Tacoma, Lakewood, Joint Base Lewis-McChord, and Central Tacoma.

Eligibility for the Title I WIOA Young Adult Program:

Young Adults must meet the following eligibility criteria for the WIOA Title I Program:

1. Out-of-School Youth eligibility

- U.S. citizen or otherwise legally entitled to work in the US
- Not attending school as defined by state law
- Age 16 to 24
- Selective Service Registration (males who are 18 or older and born on or after January 1, 1960, unless an exception is justified)
- One or more of the Other categories:
 - School dropout
 - Youth within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar
 - Recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is basic skills deficient or an English language learner
 - An individual who is subject to the juvenile or adult justice system
 - A homeless individual
 - Pregnant or parenting
 - Youth who is an individual with a disability
 - A low-income individual who requires additional assistance to enter or complete an education program or to secure or hold employment

C. Required Program Design Elements

- A systemic model for recruiting, training and supporting targeted/priority young adults who are interested in pursuing and completing vocational/career and technical education, apprenticeships, or other form or industry recognized credential.
- A systemic model for recruiting, training, and retaining adult mentors to provide ongoing and uninterrupted activity for all participants.
- Postsecondary education training curriculum implemented prior to enrollment in postsecondary or vocational/career and technical program.
- Annual and regular public recognition and celebration of participants' entering postsecondary education and program accomplishments.

D. Performance Measures Tracking:

The successful proposer will be required to track and report the following:

- Number of enrolled young adults
- Number of young adults entering postsecondary education
- Training program each enrolled young adult entered into
- Training completion rate
- Program completion rate

- Employment and wage rate for each enrolled young adult

SECTION V: PROPOSAL REQUIREMENTS

In order to simplify the review process and obtain maximum degree of comparison the proposal must be organized as follows:

A. Proposal Content Requirements

1. Proposal Cover Sheet – Appendix A **(Required)**
2. Table of Contents – with Page Numbers **(Required)**
3. Proposal Narrative **(Required) – Total of 100 Points**
 - A. Young Adult Postsecondary Education and Mentorship Program Services – **Worth 40 Points** – Max. Eight (8) Pages
 - B. Demonstrated Ability / Past Performance – **Worth 35 Points** – Max. Eight (8) Pages
 - C. Conflict of Interest – **Worth 5 Points** – Max. Two (2) Pages
 - D. Budget – **Worth 20 Points**
 - Budget Narrative **(Required)**
 - Budget Worksheet **(Appendix B Required)**
 - E. WFC Assurances and Certification – Appendix D **(Required)**
 - F. WIOA Assurances and Certification – Appendix E **(Required)**
 - G. Miscellaneous – Max. Five (5) Pages **(Optional)**

B. Proposal Format Requirements

Font: 12 point – Times New Roman
Spacing: Double Spaced
Pages: Single sided and numbered (do not number the title page and table of contents)
Margins: 1 inch
Paper: 8 ½ x 11

SECTION VI: PROPOSAL NARRATIVE AND BUDGET

A. Young Adult Postsecondary Education and Mentorship Program Services – Worth 40 Points (Max of 8 Pages)

The proposer should thoroughly describe how they will deliver all required program design elements as described above. Proposers are encouraged to cite evidence-based, promising practices, best practices and/or research used/incorporated in their program design. The activities and services described in the proposals can be provided by a lead agency and/or through partnerships. The awardee must receive prior approval from WorkForce Central for all subcontractors with whom the awardee wants to deliver services under this RFP.

Please state the question/request before each answer.

The proposer should describe the following:

1. Approach:
 - Describe your model for recruiting, training and supporting targeted/priority young adults who are interested in pursuing and completing vocational/career and technical education, apprenticeships, or other form or industry recognized credential.
 - Describe your model for recruiting, training, and retaining adult mentors to provide ongoing and uninterrupted active mentoring for all participants.
 - Describe your postsecondary education preparation curriculum that will be implemented prior to enrollment in postsecondary or vocational/career and technical, apprenticeship or other business credential program.
 - Describe your experience and proven track record of providing adult mentors who provide ongoing support and guidance through program completion and employment.
 - Describe your approach to executing an annual and regular public recognition and celebration of participants' entering postsecondary education and program accomplishments.
 - Describe your program's unique and innovative approaches to workforce development program design that will benefit the workforce area and support the Pierce County WDC's vision and strategic objectives and goals. In your response, please include how you will collaborate with other system partners in providing services.
 - Please list Memorandum of Understandings with partner organizations, if applicable.
2. Program Staffing and Participant Support Strategy:
 - Provide your program staffing structure from CEO to front-line staff, the roles of each position, and the knowledge/education/experience of each staff member who will be engaged in this award.
 - Provide your staff-to-customer ratio.
 - Describe how you will ensure that front-line staff will have sufficient time and support to provide the highest quality programmatic services.
 - Describe your organization's staff training and customer service commitment. All staff funded in whole or in part must have customer service training.
 - If sub-awarding, describe the role of the sub-awardee and how you will work with them. Include your experience in working with sub-contractors or sub-awardees.
4. Individual Customer Plan (ICP):
 - Describe your strategy, including customer input, in developing the ICP and how you will address barriers to their training and subsequent employment, including establishing specific and realistic objectives and follow-up.
 - Describe how you will determine supportive service needs and specifically how you will work with other WorkSource partners and community organizations to identify, refer and/or provide customers supportive services.

5. Performance Management:

- Describe the methods that will be employed to manage performance as a participant progresses through the program from enrollment to training completion to employment.
- Describe how you will ensure continuous quality improvement of your services and outcomes.

B. Demonstrated Ability and Past Performance – Worth 35 Points (Max of 8 Pages)

Proposers must describe demonstrated ability in the following areas, clearly articulating years of experience and measurable outcomes, including the roles of specific partners involved in achieving program goals. Please state the question/request before each answer.

1. Your organization's mission, services provided, current customer base, funding sources, and funding stability. Describe how your proposal to serve WIOA eligible Young Adults aligns with your organization's goals.
2. How you have operated and managed a workforce development program of similar size and scope to the one proposed, and how you addressed customers' training and employment needs.
3. How you have collaborated and executed a project with multiple stakeholders. Include the distinct roles of each partner and the steps taken to achieve positive outcomes.
4. If you have operated a WIOA Young Adult program, please give the performance measures outcomes. If not, provide similar program performance measure information.
5. Summarize the relevant qualification, experience, and expertise of the proposing agency in managing federal funds and operating federally funded programs/activities.

C. Conflict Of Interest – Worth 5 Points (Max of 2 Pages)

Exhibit A contains the WDC's Conflict Of Interest Policy. Please explain your plan to comply with our Conflict of Interest Policy specifically addressing items 1, 8, and 9 listed below as it relates to your organization.

- Item #1: Each grant recipient must maintain a written code of standards or conduct governing the performance of persons engaged in the award and administration of WIOA sub-awards.
- Item #8: Grant recipient must disclose any potential conflicts of interest arising from relationships with training providers and other service providers. [WIOA Section 121 (d) (4)]
- Item #9: Any organization that has been selected, or otherwise designated to perform more than one function related to WIOA, must develop a written plan that clarifies how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management

and Budget circulars, and this conflict of interest policy. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within that single entity performing multiple functions. The plan must be agreed to by both the WDC and the Executive Board.

D. Budget Section Requirements – Worth 20 points

Part I: Budget Narrative

1. Describe the organization and fiscal staff experience with managing and administering federal funds.
2. Describe the organization's familiarity with federal financial management standards and discuss how the organization ensures compliance with those standards.
3. Describe any leveraged community and partner resources.
4. Summary and total WIOA funds requested plus leveraged funds, if any.
5. State the sources and specifics of leveraged funds, if any.
6. How many direct service staff are included in your budget? (FTEs)
7. How many non-direct service staff or administrative are included in your budget? (FTEs)
8. Have you included an indirect rate (does not include shared or allocated costs) in your proposed budget? (Y/N): If yes, attach a copy of your current indirect cost rate approval letter.
9. For facility cost, include estimated total square feet available and cost per square foot.
10. Please provide a copy of your most recent audit report. If you do not have annual audits, attach a copy of your most recent financial statements.

Part II: Budget Worksheet

Proposer is required to submit a budget worksheet using Appendix B. State that all costs included are reasonable, allowable, necessary and allocable among the cost categories using cost principles from 2 CFR 200 and 2 CFR 2900, as appropriate. The budget narrative must offer sufficient details to allow an assessment of cost reasonableness.

Please use Appendix C for job description of WIOA funded staff.

SECTION VII: PROPOSAL REVIEW AND EVALUATION

A. Technical Review

The Technical Review Team will conduct a review to ensure that all technical requirements of the RFP have been met. Those proposals passing the technical review will be forwarded to the Evaluation Committee for review, evaluation and scoring.

B. Selection Process

The proposal review and evaluation process will be conducted utilizing a fair and objective process that adheres to WFC's Procurement Policy and all other applicable state and federal regulations. All proposals will be evaluated by impartial evaluators and scored using a scoring guide.

C. Evaluation Scoring

<u>Section</u>	<u>Point Range</u>
Young Adult Postsecondary Education and Mentorship	
Program Services	0-40
Demonstrated Ability & Past Performance	0-35
Conflict of Interest	0-5
Budget	0-20
Total Points Possible:	100

Only those proposals with a total score of 70 or higher will be considered for the next phase of the evaluation process, i.e., oral interview. If responses are deemed inadequate as judged by the impartial review panel based on this scoring threshold, the WDC will have the option of re-posting the RFP or conducting a sole source procurement.

WFC may select a proposal based on the initial information received without modification; however, WFC reserves the right to request additional data, conduct oral interviews, and/or conduct a WFC management review of the evaluation process prior to making a recommendation of an award to the WDC and Executive Board. Proposers may be requested to participate in oral presentations. WFC staff will schedule the time and location for these interviews. The objectives of the oral interviews are to address areas of the proposal that may need additional clarification and/or to ensure that the proposer has the requisite ability, capacity, etc.

Proposers will also be evaluated on their demonstrated ability to provide services for the targeted population as indicated in this RFP as well as:

- The ability to successfully pass the review process to determine the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing.
- The ability to participate in an oral interview if deemed appropriate by WFC. The results of the oral interview may be considered when determining final funding recommendations.
- The ability to submit to a site inspection and/or telephone conference if deemed appropriate by WFC.

Note: Any bid may be rejected if it is determined to be in the best interest of the Pierce County Workforce Development Area.

D. Award Process

Each proposer submitting a proposal will be notified in writing of WDC's decision concerning their proposal. Formal notification to award and the actual execution of a contract are subject to the following conditions:

- Approval by the WDC and the Executive Board.
- Receipt of WIOA funds from federal and state administering agencies.
- Continued availability of WIOA funds.

If the results of the review indicate, in the opinion of WFC, that the proposed service provider may not be able to fulfill award expectations, WFC reserves the right not to enter into a contract with the organization, regardless of the ranking and/or approval of the applicant's proposal.

WFC may require selected service providers to participate in negotiations and modify their proposals based on the outcome of those negotiations. WFC may decide not to fund part or all of the proposal, even though it is found to be competitive, if in the opinion of WFC the services proposed are not needed, the goals of the proposal do not align with goals of WFC, or the costs are higher than WFC finds reasonable in relation to the overall funds available.

WFC reserves the right to modify or alter the requirements and standards as set forth in this RFP based on program requirements mandated by state or federal agencies. In such instances, WFC will not be held liable for provisions of the RFP package that becomes invalid.

Additional funds received by WFC may be used to expand existing contracts or to fund competitively rated proposals not initially funded under this RFP. These decisions shall be at the discretion of WFC.

E. Debriefing of Unsuccessful Proposers

Upon request, a debriefing conference will be scheduled with an unsuccessful proposer. **A written request for a debriefing conference must be emailed to Procurement@workforce-central.org within three (3) business days after the Notification of Unsuccessful Proposal letter is emailed to the proposer.** WFC will acknowledge receipt of debriefing request within three (3) business days.

Discussion will be limited to a critique of the requesting proposer's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

F. Protest Procedure

This procedure is available to proposers who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the proposer is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests shall be submitted by email to procurement@workforce-central.org.

Proposers protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to proposers under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests identifying an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the Evaluation Committee.
- Non-compliance with procedures described in the RFP document.

Protests not based on the above will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) agency's assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by WFC. WFC Chief Executive Officer or her designee will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another proposer such proposer will be given an opportunity to submit its views and any relevant information on the protest.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the agency’s action.
- Find only technical or harmless errors in the agency’s acquisition process and determine the agency to be in substantial compliance and reject the protest.
- Find merit in the protest and provide the agency options which may include:
 - Correct the errors and re-evaluate all proposals.
 - Reissue the solicitation document and begin a new process.
 - Make other findings and determine other courses of action as appropriate.

If the agency determines that the protest is without merit, the agency will enter into a contract with the apparent successful awardee. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

SECTION VIII: DISCLAIMERS AND GENERAL PROVISIONS

The following are disclaimers and general provisions of the Pierce County Workforce Development Council/ WorkForce Central.

- This RFP does not commit the Pierce County Workforce Development Council (WDC) or WorkForce Central to award a contract.
- No costs will be paid to cover the expense of preparing a proposal or procuring an award for services or supplies under Workforce Innovation and Opportunity Act.
- All data, material, and documentation originated and prepared by the proposer pursuant to the RFP shall belong exclusively to the WDC and WFC and be subjected to disclosure under the Freedom of Information Act.
- Formal notification to award a contract and the actual execution of a contract are subject to the results of negotiations between selected proposers and WFC and continued availability of Workforce Innovation and Opportunity Act funds.
- Any changes to the Workforce Innovation and Opportunity Act regulations and guidance, funding level or board direction may result in a change in the award. In such instances, the WDC and WFC will not be held liable for what is in the proposer’s proposal or this RFP package.
- Proposals submitted for funding consideration must be consistent with, and if funded, operated according to, the federal Workforce Innovation and Opportunity Act legislation, all applicable federal regulations, State of Washington policies and laws, and WDC policies and procedures.
- Proposers selected for funding must also ensure compliance with the following, as applicable: U.S. DOL regulations 29 CFR Parts 93, 37, 2 and 98; and Office of Management and Budget (OMB) 2 CFR 200 and 2 CFR 2900.
- Additional funds received by the WDC/WFC may be contracted by expanding existing programs or by consideration of proposals not initially funded under this RFP, if such proposals were rated in the competitive range. These decisions shall be at the discretion of the WDC/WFC.
- The WDC/WFC may decide not to fund part or all of a proposal even though it is found to be in

the competitive range if, in the opinion of the WDC/WFC, the services proposed are not needed, or the costs are higher than the WDC/WFC finds reasonable in relation to the overall funds available, or if past management concerns lead the WDC/WFC to believe that the proposer has undertaken services that it cannot successfully carry out.

- The WDC/WFC may choose not to award a contract to the proposers with lowest cost or highest rating when taking into account other factors such as balancing services to customers.
- Any proposal approved for funding may be contingent on the results of a pre-award site visit conducted by WFC. This site visit will establish, to the WDC's/WFC's satisfaction, whether the proposer is capable of conducting and carrying out the provisions of the proposed contract. If the results of the site visit indicate, in the opinion of the WDC/WFC, that the proposer may not be able to fulfill award expectations, the WDC/WFC reserves the right not to enter into contract with the organization, regardless of WDC/WFC approval of the proposer's proposal.
- The WDC/WFC is required to abide by all Workforce Innovation and Opportunity Act legislation and regulations. Therefore, the WDC/WFC reserves the right to modify or alter the requirements and standards set forth in this RFP based on program requirements mandated by state or federal agencies.
- Proposers will be expected to adhere to WDC/WFC procedures to collect and verify data and submit required monthly reports as well as invoices to WFC.
- All proposers must ensure equal opportunity to all individuals. No individual in the Pierce County local area shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any Workforce Innovation and Opportunity Act funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, or political affiliation or belief.
- All proposers must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act.
- Proposers must accept liability for all aspects of any Workforce Innovation and Opportunity Act program conducted under this award with WFC. Proposers will be liable for any disallowed costs or illegal expenditures of funds or program operations conducted.
- Reductions in the funding level of any award resulting from this solicitation process may be considered during the performance period should a proposer fail to meet expenditure, participant, and/or outcome goals specified in the contract or when anticipated funding is not forthcoming from federal or state governments.
- The award will not be final until WFC and the successful proposer have executed a mutually satisfactory contractual agreement. WFC reserves the right to make an award without further discussion of the proposal submitted. No program activity may begin prior to final execution of a contractual agreement between the successful proposer and WFC.
- The WDC/WFC reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.
- The WDC/WFC reserves the right to determine both the number and the funding levels of awards. Such determination will depend upon overall fund availability and other factors arising during the proposal review process.

EXHIBITS

EXHIBIT A



Workforce Innovation and Opportunity Act Policies and Procedures

CODE OF CONDUCT and CONFLICT OF INTEREST POLICY

Policy Number: 3006

Effective Date: 07-01-2015

SUPERSEDES: Conflict of Interest Policy # 42-52-1212, effective December 6, 2012

PURPOSE:

The Pierce County Workforce Development Council (WDC) is committed to maintaining the highest of standards of ethical conduct and to guard against problems arising from real, perceived, or potential conflict of interest. All partners at all levels of participation in the WorkSource System funded by the Workforce Innovation and Opportunity Act (WIOA) are expected to read, understand and apply this policy to ensure system integrity and effective oversight of the WorkSource System.

Standards of conduct covering conflicts of interest governing the performance of WorkForce Central employees may be found in WorkForce Central's Personnel Rules and Regulations, Article 11.

BACKGROUND

Grantees, sub-recipients and contractors funded under WIOA must implement codes of conduct and conflict of interest policies and procedures as stipulated in WIOA law, regulations and guidance; Office of Management and Budget (OMB) Circulars; State regulations; and State WIOA policies. A conflict of interest policy is required to ensure that individuals or representatives of organizations entrusted with public funds will not personally or professionally benefit from the award, administration, or expenditure of such funds.

In addition, the Pierce County WDC recognizes that by its very composition, conflicts of interest and issues concerning the appearance of fairness may arise. Therefore, it is essential for the WDC members to be sensitive and error on the side of caution when potential or real conflict or fairness matters occur.

To accomplish these purposes, the WDC establishes the following definitions, actions, and guidelines for interpretation.

Code of Conduct:

During the performance of duties, your actions are a reflection upon the Pierce County WDC as well as a reflection upon you. It is extremely important that all WDC and committee members, including sub-recipients, contractors and WorkSource Partners act in a courteous, friendly, helpful and prompt manner in dealing with the public, customers and officials.

Ethical Principles:

- **Compliance with the Law:** It is the WDC's policy to be knowledgeable of and comply with all applicable laws and regulations of the United States and the State of Washington in a manner that will reflect a high standard of ethics. Compliance does not comprise one's entire ethical responsibility; rather it is a minimum, and an essential condition for adherence to mission and duties.
- **Professional Standards:** It is the WDC's policy that its representatives be knowledgeable of emerging issues and professional standards in the field and conduct themselves with professional competence, fairness, efficiency and effectiveness.

Guidelines for Interpretation:

Areas of concern are those actions or lack of actions which may lead to conflict of interest or the appearance of conflict of interest or to a perception of unfairness related to WDC business outside Council and Committee meetings. Specific areas which may pose problems include but are not limited to, comments made in public, information sharing, and disclosure of associations.

Comments Made in Public: WDC and committee members are encouraged to act in a public relations capacity for the Pierce County WDC. This includes public speaking engagements and comments in a public forum. Because there is interest in WDC actions, members should differentiate between descriptive comments, which relate to actions already taken by the Council, and statements, which imply future WDC decision-making, or the ability to influence decision-making.

Information Sharing: WDC and committee members are encouraged to share information with the community about WDC activities. To the extent possible, access to information regarding procurement of services should be available at the same time and under the same circumstances to all parties. Such information includes the Operations Plan, request for proposals, and notice of meetings, meeting minutes, and policies.

Disclosure of Associations: WDC and committee members have professional and personal associations throughout the community. Such associations have been and will continue to be of significant benefit to the WDC. Where a direct or indirect financial conflict of interest exists, a WDC or committee member may not vote or serve on a rating team. When associations raise

appearance of fairness as an issue, WDC and committee members should qualify statements in public by disclosing the association and minutes of the meeting should reflect the disclosure.

CONFLICT OF INTEREST POLICY:

1. Each grant recipient and sub-recipient must maintain a written code of standards or conduct governing the performance of persons engaged in the award and administration of WIOA contracts and sub grants.
2. No individual in a decision-making capacity shall engage in any activity if a conflict of interest (real, implied, apparent, or potential) is involved. This includes decisions involving the selection, award, or administration of a sub grant or contract supported by Workforce Innovation and Opportunity Act (WIOA) or any other federal funds.
3. A WDC member or a member of a WDC committee cannot cast a vote or participate in any decision-making about providing services by such member (or by any organization that member directly represents) or on any matter that would provide any direct financial benefit to the member or to the member's organization.
4. Before any public discussions regarding the release of a Request for Proposal, or any matter regarding the release of funding or the provision of services, a WDC member or a member of a WDC committee must disclose any real, implied, apparent, or potential conflicts of interest before engaging in the discussion. The minutes of the meeting should reflect the disclosure.
5. WDC members or a member of a WDC committee or agents of the agencies making awards cannot solicit or accept gratuities, favors, or anything of monetary value from awardees, potential awardees, or other parties to agreements. However, the WDC allows for situations where the gift is an unsolicited item of nominal value worth \$50.00 or less.
6. Disciplinary actions may be taken up to and including termination of board membership for violation of this policy by any individual. The WDC Coordinating Committee may evaluate any violations of these provisions on a case-by-case basis and recommend to the Executive Board, if and what penalties, sanctions or other disciplinary action are appropriate.
7. Individuals shall not use for their personal gain, for the gain of others, or for other than officially designated purposes, any information obtained as a result of their committee, board or working relationships with the WDC where that information is not available to the public at large, or divulge such information in advance of the time decided by the WDC for its release.

8. One Stop Operators must disclose any potential conflicts of interest arising from relationships with training providers and other service providers. [WIOA Section 121 (d)(4)]
9. Any organization that has been selected or otherwise designated to perform more than one function related to WIOA must develop a written plan that clarifies how the organization will carry out its multiple responsibilities while demonstrating compliance with WIOA, corresponding regulations, relevant Office of Management and Budget circulars, and this conflict of interest policy. This plan must limit conflict of interest or the appearance of conflict of interest, minimize fiscal risk, and develop appropriate firewalls within that single entity performing multiple functions. The plan must be agreed to by both the WDC and the Executive Board.
10. Membership on the WDC, or being a recipient of WIOA funds to provide training or other services, is not itself a violation of conflict of interest provisions of WIOA or corresponding regulations.

DEFINITIONS:

Conflict of Interest - Conflict between the official responsibilities and the private interests of a person or entity that is in a position of trust. A conflict of interest would arise when an individual or organization has a financial or other interest in or participates in the selection or award of funding for an organization. Financial or other interest can be established either through ownership or employment.

Immediate Family - Immediate Family consists of the individuals' parents (including step-parents), spouse, domestic partner, children (including step-children), siblings, grandchildren, grandparents, and any relative by marriage (an "in-law")

Individual - (1) an individual; i.e., officer, or agent, or (2) any member of the individual's immediate family (spouse, partner, child, or sibling), or (3) the individual's business partner.

Organization - A for-profit or not-for-profit entity that employs, or has offered a job to, an individual defined above. An entity can be a partnership, association, trust, estate, joint stock company, insurance company, or corporation, whether domestic or foreign, or a sole proprietor.

REFERENCES:

- Public Law 113-128 Section 101(f) - State Board Conflict of Interest
- Public Law 113-128 Section 102(b) (2) (E) - State Plan Conflict of Interest Assurance
- Public Law 113-128 Section 107(h) - Local Board Conflict of Interest
- Public Law 113-128 Section 121(d) (4) - One-Stop Operators

- Proposed 20 CFR 679.430 Proposed 679.130(f) (1) through (3) - Criteria to certify One Stops
- Proposed 20 CFR 679.410(a) (3) and (c) - Local board must avoid inherent conflict of interest
- Proposed 20 CFR 679.430 - Entities performing multiple functions
- Proposed 20 CFR 683.200(c) (5) - Administrative Rules, Costs, Limitations – Title I WIOA and Wagner-Peyser
- 29 CFR 97.36(3)
- 2 CFR Part 200.112 and 200.318 and Part 2900 - Office of Management and Budget Uniform Guidance on administrative, cost, and audit provisions for federal grants
- Revised Code of Washington (RCW) 42.20.070 - Misappropriation and falsification of accounts by a public officer; RCW 42.20.080 – Other violations by officers
- RCW 42.52.160 – Use of persons, money or property for private gain

APPENDICES

APPENDIX B

Budget Worksheet

Submitted By:	Young Adult Postsecondary Education and Mentorship Program			
	Contract Period June 1, 2019 to May 31, 2020			
PROGRAM PERSONNEL EXPENSES	\$			
Salaries & Wages	\$			
Taxes & Benefits	\$			
ADMINISTRATION EXPENSES (2)	\$			
Personnel	\$			
Operational	\$			
PROGRAM OPERATING EXPENSES (3)	\$			
Supplies	\$			
Staff Travel	\$			
Occupancy (Rent & Utilities, Maintenance & Janitorial)	\$			
Equipment Rental & Maintenance	\$			
Equipment Purchase (add approval requirement information)	\$			
Staff Training	\$			
Insurance	\$			
CUSTOMER EXPENSES	\$			
Training	\$			
Paid WEX/OJT/Internship	\$			
Support Services	\$			
TOTAL	\$			

- (1) Total expense allocations using projections assuming full funding.
- (2) 10% of the total amount awarded may be used for administrative expenses.
- (3) Can include other allowable non-salary budget items, e.g., fringe benefits, audit cost, telephone, etc.

APPENDIX C
CONTRACTOR STAFF
JOB DESCRIPTIONS

Using this format, complete a separate Job Description for each Position/Job Classification that will provide WIOA services under the terms of this agreement, whether funded in full, in part, or not at all, with WIOA funds from this program. Please identify the following:

1. Job Title and Program
2. Describe actual job duties or tasks to be performed in relation to the above named WIOA program and job title (or attach job description).
3. Minimum education, experience, and qualifications of the person to perform the above job duties.
4. What is the anticipated amount of time this staff person will provide WIOA-funded services:
 - a. _____ hours per day
 - b. _____ hours per week
 - c. _____ office location(s)
5. What is the anticipated amount of time this staff person will provide WIOA-funded services for:
 - a. _____ Young Adult
 - b. _____ Others
6. Name of Immediate Supervisor: (If position needs to be filled, indicate this.)
7. Will the staff person(s) assigned to this position work in other sections/departments with the agency? If so, please describe.

APPENDIX D

WORKFORCE CENTRAL
ASSURANCES AND CERTIFICATIONS

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s), as applicable:
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by WorkForce Central without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of WorkForce Central whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that WorkForce Central will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WFC, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant WorkForce Central the right to contact references and others, who may have pertinent information regarding the proposer's prior experience and ability to perform the services contemplated in this procurement.
11. I/we accept and will abide by WorkForce Central's Code of Conduct and Conflict of Interest Policy as provided in Exhibit A.

Signature of Proposer

Title

Date

APPENDIX E

WIOA ASSURANCES AND CERTIFICATIONS

As an organization requesting WIOA funding, we assure and certify that our organization will comply with the following provisions, as applicable to our designation:

1. That it will exclusively use the statewide/regional brand name for the Pierce County workforce development system in lieu of traditional workforce development language and organizational names in the marketing and delivery of services and programs; furthermore, that it will credit the Pierce County Workforce Development Council and WorkForce Central for funding on all marketing and other collateral.
2. That it will consistently identify individual programs and activities in user-friendly terms.
3. That it will designate appropriate job titles for staff who work with WIOA customers and detailed job descriptions will be available for each job title. These job titles will consistently be used with external customers.
4. That it will maintain customer files according to local area policies and guidance and adhere to data validation expectations.
5. That it will fully comply with the requirements of the WIOA; all Federal regulations issued pursuant to the Act; the Washington State Strategic Plan; the WDC Strategic Plan; and Pierce County Workforce Development Area.
6. That it will administer the program in full compliance with safeguards against fraud and abuse as set forth in the law and regulations; that no portion of its program will in any way discriminate against, deny benefits or employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, disability, sexual orientation, or political affiliation, or any other non-relevant factor.
7. That it will house all WIOA service provider staff at the WorkSource Pierce Job Center to the greatest extent possible for which it receives a contract and will accept all associated workforce roles and responsibilities, if applicable.
8. That it will operate the program in full compliance with health and safety standards established under State and Federal law and that conditions of employment and training will be appropriate and reasonable in light of such factors as the type of work, geographical area, and proficiency of the customers.
9. That ineligible applicants will be referred to other appropriate services, including career services available at the WorkSource Pierce Job Center.
10. That other resources will be exhausted prior to using WIOA funds.
11. That all WIOA customers participating in on-the-job training activities or individuals employed in other activities under WIOA be compensated at the same rates, including periodic increases and working conditions, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills and such rates shall be accordance with applicable law. In no event shall the wage be less than the applicable state or local minimum wage law.
12. That no customer will be employed to fill a job opening when any other person is on layoff from same or equivalent job, or when employer terminates the employment of any regular employee or otherwise reduces its workforce with the intention of filling vacancies with WIOA customers.

13. That no WIOA funds will be used for contributions on behalf of any customers to retirement systems or plans; to impair existing sub-awards for services for collective bargaining agreements; to assist, promote, or deter union activities; or to displace any currently employed worker.
14. That reports to the WFC or its staff will be provided in a timely fashion, as requested.
15. That all customer information will be keyed into the client management information system, WorkSource Integrated Technology, in accordance with state and local policy, both in terms of content and timeframe expectations, if applicable.
16. That eligibility verification will be completed and documented in accordance with Federal, State, and local policy.
17. That customer loans will not be made from WIOA funds.
18. That total project costs will not exceed the amount agreed upon during contract negotiations and included in contracts.
19. That it will coordinate training site visits by WFC staff and WDC members on request and will fully cooperate with monitoring reviews and other site visits by any representative of the WIOA.
20. That it will, in carrying out the contract, refrain from activities involving either actual or the appearance of conflict of interest according to WFC Code of Conduct and Conflict of Interest Policy.
21. That it will adhere to the Washington State records retention policy and all WIOA financial and programmatic records (including customer files) will be maintained by each service provider for a minimum of five years from the date the program year audit is completed.
22. If applicable, that it will have an annual single audit performed in accordance with current Federal regulations and that upon receipt of completed audit, sub-recipient will submit a copy to the WFC/WDC within thirty days (30) unless a longer period is agreed to.
23. That it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352).
24. That it will comply with the nepotism provisions as they relate to federally funded programs;
25. That it will comply with the Immigration Reform and Control Act of 1986 by completing and maintaining on file an I-9 form for each customer receiving WIOA wages.
26. That it will comply with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (PL 91-646) which requires fair and equitable treatment of persons displaced as a result of federally assisted programs.
27. That the organization is not debarred, suspended, proposed for debarment, or declared ineligible from participation in this project.
28. That it does not use federal funds for lobbying purposes. If lobbying has occurred utilizing funds other than federal funds, the contractor agrees to file a disclosure report, if applicable.
29. That no funds will be used to develop or implement education curricula for school systems in the state as referenced.
30. That no WIOA funding will be used for sectarian activities and that employees paid from WIOA funds will not participate in sectarian religious activities in the execution of their job duties.
31. That no WIOA funds will be used to encourage or induce the relocation of a business.
32. That no WIOA funds will be used for customized or skill training and related activities after the relocation of a business until after 120 days.
33. That no WIOA funds will be used for foreign travel.
34. That no WIOA funds will be used to duplicate services available in the area.

35. That customers will not be charged fees for placements or referrals.
36. That no WIOA financial assistance will be provided to any program that involves political activities and the contractor agrees to comply with the provisions of the Hatch Act which limits the political activity of certain state and local government employees and enrollees in federally funded programs.
37. That all WIOA customers and WIOA funded staff are aware of grievance procedures and the contractor assures and certifies that the contractor has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from customers/enrollees, contractors and other interested parties.
38. The contractor will comply with Washington State Statutes, which prohibits public officials and employees from having a personal interest in any award to which s/he is also a party in an official capacity.
39. The contractor assures and certifies that it will comply with applicable provisions of the following laws as they relate to employment and training procedures:

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

Note: If all general Terms and Conditions changes, to include official WIOA guidance as well as 2 CRF 2900 and Super Circular 2 CFR 200 guidance have not been issued at the time the contract is executed, a modification will be issued when new terms and conditions are issued.

For more information on WIOA visit <http://www.doleta.gov/WIOA>.

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

Signature of Authorized Representative

Date