



WIOA ASSURANCES AND CERTIFICATIONS

Bidders selected for subawards from RFP# WIOA-ONE-STOP OPERATOR – 3-3-2021 will be expected to sign this document and should review and understand content. Bidders do not need to complete and include this form in their proposal package.

We assure and certify that our organization will comply with the following provisions:

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 Pierce County 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, religion, sex, (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity) national origin (including limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity.
7. That it will co-locate staff at the career center to the greatest extent possible for which it receives a subaward and will accept all associated workforce roles and responsibilities.
8. That other resources will be exhausted prior to using WIOA funds.

9. That it will operate the program in full compliance with health and safety standards established under State and Federal law and that conditions of employment and training will be appropriate and reasonable in light of such factors as the type of work, geographical area, and proficiency of the customers.
10. That reports to WorkForce Central or its staff will be provided in a timely fashion, as requested.
11. That total project costs will not exceed the amount agreed upon during subaward negotiations and included in subawards.
12. That it will coordinate training site visits by WorkForce Central staff and Pierce County WDC members on request and will fully cooperate with monitoring reviews and other site visits by any representative of the WIOA.
13. That it will, in carrying out the subaward, refrain from activities involving either actual or the appearance of conflict of interest according to the WorkForce Central Code of Conduct and Conflict of Interest Policy.
14. 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.
15. That, if applicable, it will have an annual single audit performed in accordance with current Federal regulations and that upon receipt of completed audit, subrecipient will submit a copy to the Pierce County WDC/WorkForce Central within thirty days (30) unless a longer period is agreed to.
16. That it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352).
17. That it will comply with the nepotism provisions as they relate to federally funded programs.
18. 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.
19. That the organization is not debarred, suspended, proposed for debarment, or declared ineligible from participation in this project.
20. That it does not use federal funds for lobbying purposes. If lobbying has occurred utilizing funds other than federal funds, the subrecipient agrees to file a disclosure report, if applicable.
21. 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 job duties.
22. That no WIOA funds will be used to encourage or induce the relocation of a business.
23. 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.
24. That no WIOA funds will be used for foreign travel.
25. That no WIOA funds will be used to duplicate services available in the area.

26. That customers will not be charged fees for placements or referrals.
27. That no WIOA financial assistance will be provided to any program that involves political activities and the subrecipient 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.
28. That all WIOA customers and WIOA funded staff are aware of grievance procedures and the subrecipient assures and certifies that the subrecipient has in place an established grievance procedure to be utilized for grievances or complaints about its program and activities from customers/enrollees, subrecipients and other interested parties.
29. The subrecipient will comply with Washington State Statutes, which prohibits public officials and employees from having a personal interest in any subaward to which s/he is also a party in an official capacity.
30. The subrecipient assures and certifies that it will comply with applicable provisions of the following laws as they relate to employment and training procedures:

<ul style="list-style-type: none"> • The Drug Free Workplace Act • The Immigration Reform Act • The American's with Disabilities Act 	<ul style="list-style-type: none"> • The Davis-Bacon Act • Child Labor Laws • The Fair Labor Standards Act
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NOTE: A modification to the contract terms and conditions may be issued if official WIOA guidance, 2 CFR 2900, and Super Circular 2 CFR 200 guidance changes or have not been issued at the time the subaward is executed.

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

Signature of Authorized Representative

Date

Title of Authorized Representative